The City of

Boynton Beach

City Commission Agenda

Tuesday, December 17, 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

Shade Meeting and Regular Commission Meeting

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

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

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

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

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

Speaking at Commission Meetings:

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

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

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

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

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

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

Please turn off all cellular phones in the City Commission Chambers while the City

Commission Meeting is in session.

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

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

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

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

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

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

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

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

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

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

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

1. **Openings**

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

Invocation by Pastor Bryce Hutson, Christ Fellowship Church.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin.

B. Closed Attorney-Client Shade Meeting- In accordance with section 286.011(8), Florida Statutes, the City of Boynton Beach Commission will hold a Closed Attorney-Client Shade Meeting to discuss settlement of Boynton Beach Little League d/b/a East Boynton Beach Little League v. City of Boynton Beach, Case No. 502024CA000517XXXAMB.
Shade meeting pursuant to section 286.011(8), Florida Statutes, to discuss strategy relating to litigation expenditures and settlement in connection with Case No. 502024CA000517XXXAMB.

C. 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. Education Update by District 7 School Board Member Edwin Ferguson.
District 7 School Board Member Edwin Ferguson will give an Education update.

B. Announcement- Oceanfront Bark.
Boynton Beach's Dog "Paw-ty" on the Beach is being hosted by the Recreation & Parks Department on Saturday, December 21, from 9:00 A.M. to 12:00 P.M. at Oceanfront Park, located at 6415 N. Ocean Blvd. This is the second of four scheduled events being held on the third Saturday of each month through February. This month's theme is "Happy Paw-lidays", dogs and their owners are encouraged to dress up in their holiday to enjoy giveaways, a photo contest sponsored by Raising Canes, and more. This event is free for all well behaved, licensed dogs and their owners, dogs will be allowed off leash in a designated fenced area. Parking at Oceanfront Park is free for the duration of the event for all beach patrons. For more information visit the City's website Boynton-beach.org

C. Announcement- System-wide free chlorination flush of the water distribution system.

The City of Boynton Beach Utilities Department will be performing a system wide free chlorination flush for routine maintenance of the water distribution system from January 2, 2025, to January 23, 2025.

Customers particularly sensitive to the taste and odor of chlorine may place an open

container of drinking water in their refrigerators for a few hours to allow the chlorine to dissipate. Because of this change, users of home dialysis machines, owners of tropical fish aquariums and managers of stores and restaurants with holding tanks for fish and shellfish are advised to seek professional guidance on how to operate their equipment during this period.

4. **Public Audience**

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

5. **Administrative**

A. Community Support Funds.
Approve Community Support Fund request from Commissioner Turkin and Commissioner Cruz.

B. 2025 City Commission Calendar of Meetings.
Approve City Commission and Agenda Review Workshop meeting dates for 2025.

6. **Consent Agenda**

A. Proposed Resolution No. R24-315- Approving the application for the Center for Heat Resilient Communities Grant offered by the National Integrated Heat Health Information System Center for the amount of $10,000, authorize the Mayor to accept the grant, and execute all future documents associated with the grant, subject to the approval of the City Attorney.

Staff recommends approval of Proposed Resolution No. R24-315.

B. Proposed Resolution No. R24-316- Approving the application for the Center for Collaborative Heat Monitoring Grant offered by the National Integrated Heat Health Information System Center for the amount of $10,000, authorize the Mayor to accept the grant, and execute all future documents associated with the grant, subject to the approval of the City Attorney.

Staff recommends approval of Proposed Resolution No. R24-316.

C. Proposed Resolution No. R24-317- Approve the Limited Term Extension Amendment to the Agreement between the City of Boynton Beach and Martin Fence Co. for New Fencing, Repairs, and Gate Operators, and approve the Limited Term Extension Amendment to the Agreement between the City of Boynton Beach and Alpha Fence for New Fencing, Repairs, and Gate Operators.
Staff recommends approval of Proposed Resolution No. R24-317.

D. Proposed Resolution No. R24-318- Approving a limited term extension to the current agreement for Beck's Towing & Recovery, Inc. for towing, recovery, & storage services.

Staff recommends approval of Proposed Resolution No. R24-318.

E. Proposed Resolution No. R24-319- Approve the application for the Assistance to Firefighters Grant (AFG) offered by the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) for the amount of $204,676.99, authorize the Mayor to accept the grant, and execute all future documents associated with the grant, subject to the approval of the City Attorney.
Staff recommends approval of Proposed Resolution No. R24-319.

F. Proposed Resolution No. R24-320- Accepting the grant for the Department of Justice, Office of Community Oriented Policing FY 24 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement, authoring the Mayor to execute the grant agreement and all other documents necessary to effectuate the intent of this Resolution that do not increase the City's financial obligations, subject to the approval of the City Attorney.
Staff recommends approval of Proposed Resolution No. R24-320.

G. Proposed Resolution No. R24-327- Approve first amendment to the agreements with Pathways to Prosperity and the Wounded Veterans Relief Fund to comply with the ARPA funds' December 31, 2024, obligation deadline and authorizing the Mayor to execute all related documents, subject to the approval of the City Attorney.

Staff recommends approval of Proposed Resolution No. R24-327.

H. Proposed Resolution No. R24-329 - Approve sports provider facility use agreement between City of Boynton Beach and Boynton Beach Little League, Inc. for the use of Little League Park located at 300 West Woolbright Road and authorize the mayor to execute the agreement in exchange for settlement of Case No. 502024CA000517XXXAMB, in the Fifteenth Judicial Circuit, In and For Palm Beach County, Florida.
Staff recommends approval of Proposed Resolution No. R24-329.

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

A. Proposed Resolution No. R24-321- Award Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Manufacturer (OEM) Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment to Innovative Equipment 2, LLC d/b/a Case Power & Equipment of Florida, SBL Freightliner, LLC, KVP Enterprises, Inc. d/b/a Expert Diesel, Nacarato Trucks General Partnership, Nacarato Volvo Trucks and The Petestore of South Florida and approve a 5-year contract with the awarded vendors with an annual expenditure not to exceed $700,000 for each vendor.
Staff recommends approval of Proposed Resolution No. R24-321.

B. Proposed Resolution No. R24-322- Awarding Request for Proposal No. FIN25-001R for Financial Auditing Services to CBIZ CPAS P.C., and approving an Agreement between the City and CBIZ CPAS P.C. for financial auditing services for a period of five (5) years for fiscal years ending on September 30, 2024, September 30, 2025, September 30, 2026, September 30, 2027, and September 30, 2028, respectively, for an annual amount not to exceed $130,000 for year one (1), $132,000 for year two

(2), $134,000 for year (3), $136,000 for year four (4), and $138,000 for year five (5) for an aggregate fee of $670,000.
Staff recommends approval of Proposed Resolution No. R24-322.

C. Proposed Resolution No. R24-323- Award Invitation to Bid No. UTL 24-011 for Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades to Close Construction Services, LLC, and approve the Agreement between the City and Close Construction Services, LLC in the amount of $907,000 with an additional 10% contingency in the amount of $90,700 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed purchase order amount to $997,700. Additionally, approve a budget transfer to allocate sufficient funding for this project.
Staff recommends approval of Proposed Resolution No. R24-323.

D. Proposed Resolution No. R24-324- Approve Task Order No. GESUT-1C-02-25 with CDM Smith, Inc. for Risk Assessment and Prioritization for Repair and Replacement Projects for Water Distribution, Sewer Collection, and Stormwater in the amount of $231,700.
Staff recommends approval of Proposed Resolution No. R24-324.

E. Proposed Resolution No. R24-325- Approve a Piggyback agreement between the City of Boynton Beach and SHI International Corp. to piggyback Sourcewell contract 121923-SHI in an amount not to exceed $600,000 per year to procure technology hardware and software including core Microsoft products.
Staff recommends approval of Proposed Resolution No. R24-325.

F. Proposed Resolution No. R24-326- Approve the piggyback agreement with W.W. Grainger utilizing the City of Tucson Contract # 240078-01 with Omnia Partners for the purchase of hardware, electrical, and safety supplies for an estimated Citywide annual expenditure not to exceed $120,000 per year. Omnia Partners procurement process satisfies the City's competitive solicitation requirements. Contract term: January 1, 2025, through December 31, 2027, with two (2) additional one (1) year renewals.
Staff recommends approval of Proposed Resolution No. R24-326.

G. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for December 17, 2024 - "Request for Extensions and/or Piggybacks."
Staff recommends approval.

H. Proposed Resolution No. R24-328- Approving a contract agreement with VTECH.IO for the purchase of computer equipment for the Police Department and the city in an amount not to exceed $550,000 utilizing contract 43210000-23-NASPO-ACS.
Staff recommends approval of Proposed Resolution No. R24-328.

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. 24-024- First Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 2.97-acre parcel of real property generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard, Boynton Beach, Florida, by changing the future land use classification from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date. Proposed Ordinance No. 24-025- First Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately 2.97 acre parcel of real property generally located north of the C. Stanley Weaver Canal on the west side of north Seacrest Boulevard, Boynton Beach, Florida, from Single Family Residential (R-1-A) to Planned Commercial Development (PCD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of proposed Ordinance No. 24-024 and Ordinance No. 24-025, on First Reading.

B. Approval of the Development Order for the new Master Plan (NMP-2024.06.52374) for the Seacrest Sound Apartment project.
Approve Development Order for New Master Plan (NMP-2024.06.52374) for Seacrest Sound Apartments to construct 89 affordable residential units, amenities, and associated site improvements on a 2.97-acre site, located just north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard.

C. Approval of Development Order for Variance (ZNCV-2024.06.52374) for the Seacrest Sound Apartments project.
Approve Development Order for Variance (ZNCV-2024.06.52374) for Part III, Chapter 4, Article III, Section 3.F.3 – Building and Site Regulations (Table 3-20), to allow the 2.97-acre property to be rezoned to Planned Commercial Development (PCD), which requires a minimum lot area of 3 acres, a difference of 0.03 acre.

9. **City Manager's Report**

10. **Regular Agenda**

A. Proposed Ordinance No. 24-026- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, correcting a scrivener's error in the legal description contained in Ordinance 23-021 approving the abandonment of the thirty foot (30') wide unimproved right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the public records of Palm Beach County; authorizing the Mayor to execute an amended disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.
Staff recommends approval of Proposed Ordinance No. 24-026, on First Reading.

B. Discussion on leaving the Banyan Tree at Dewey Park lit up year round.
Requested by Commissioner Turkin.

C. Discussion regarding the tennis court improvements and maintenance at Boynton Beach Tennis and Pickle Ball Center.
Requested by Commissioner Cruz.

11. **Future Agenda Items**

A. Discussion and update on the potential relocation of Historic Andrew's House - **January 7, 2025**
Requested by unanimous consensus of the City Commission.

B. Presentation and status update on the Beautification Division in the Public Works Department by Kevin Ramsey, Director of Public Works - **January 7, 2025**
Requested by Commissioner Turkin.

C. Project update on Eco Park - **January 7, 2025**
Requested by Mayor Penserga.

D. Draft review of Procurement Policies and Procedures, including local business preference. - **February 18, 2025**

Requested by Mayor Penserga and Commissioner Cruz.

E. Discussion regarding Rapid Re-housing Program **- Pending meeting with Mayor Penserga**
Requested by Mayor Penserga.

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.

J. Discussion regarding how to attract more affordable housing within the City.- **TBD**

Requested by Vice Mayor Kelley.

K. Discussion regarding Citywide Master Plan to light up the City.- **TBD**

Requested by Commissioner Turkin.

12. **Adjournment**

Notice

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

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

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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Closed Attorney-Client Shade Meeting- In accordance with section 286.011(8), Florida Statutes, the City of Boynton Beach Commission will hold a Closed Attorney-Client Shade Meeting to discuss settlement of Boynton Beach Little League d/b/a East Boynton Beach Little League v. City of Boynton Beach, Case No. 502024CA000517XXXAMB.

Requested Action: Shade meeting pursuant to section 286.011(8), Florida Statutes, to discuss strategy relating to litigation expenditures and settlement in connection with Case No. 502024CA000517XXXAMB.

Explanation of Request: EBBLL filed a multiple count Complaint against the City on January 18, 2024, seeking breach of contract and request for injunctive relief against the City and Athletic Angels; breach of contract and damages against the City; tortious interference with contractual relationship against Athletic Angels; and declaratory judgment against the City stemming from their alleged entitlement to priority use of all fields at Little League Park. Pursuant to section 286.011(8), Florida Statutes, the City Attorney is requesting a shade meeting to discuss strategy relating to litigation expenditures and settlement in connection with Case No. 502024CA000517XXXAMB.

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

Fiscal Impact: N/A

City of Boynton Beach
Agenda Item Request Form

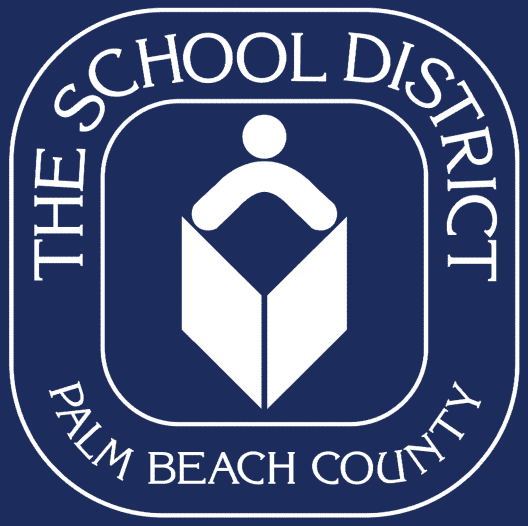
Meeting Date: 12/17/2024

Education Update by District 7 School Board Member Edwin Ferguson.

Requested Action: District 7 School Board Member Edwin Ferguson will give an Education update.

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

Attachments:
FY25 Ferguson municipalities slides Boynton Beach.pptx


THE SCHOOL DISTRICT
PALM BEACH COUNTY

Boynton Beach Schools

Forest Park ES, Galaxy ES,
Poinciana ES, Rolling Green ES



Mr. Ferguson
Board Member District 7

December 17, 2024

An A-Rated School District

Access This Presentation:



http://l.sdpbc.net/fnw1i

Today's Agenda

- Introduction of Mr. Ferguson, Esq.
- Academic Results
- How You Can Help
- New Worlds Reading Initiative
- Questions & Answers

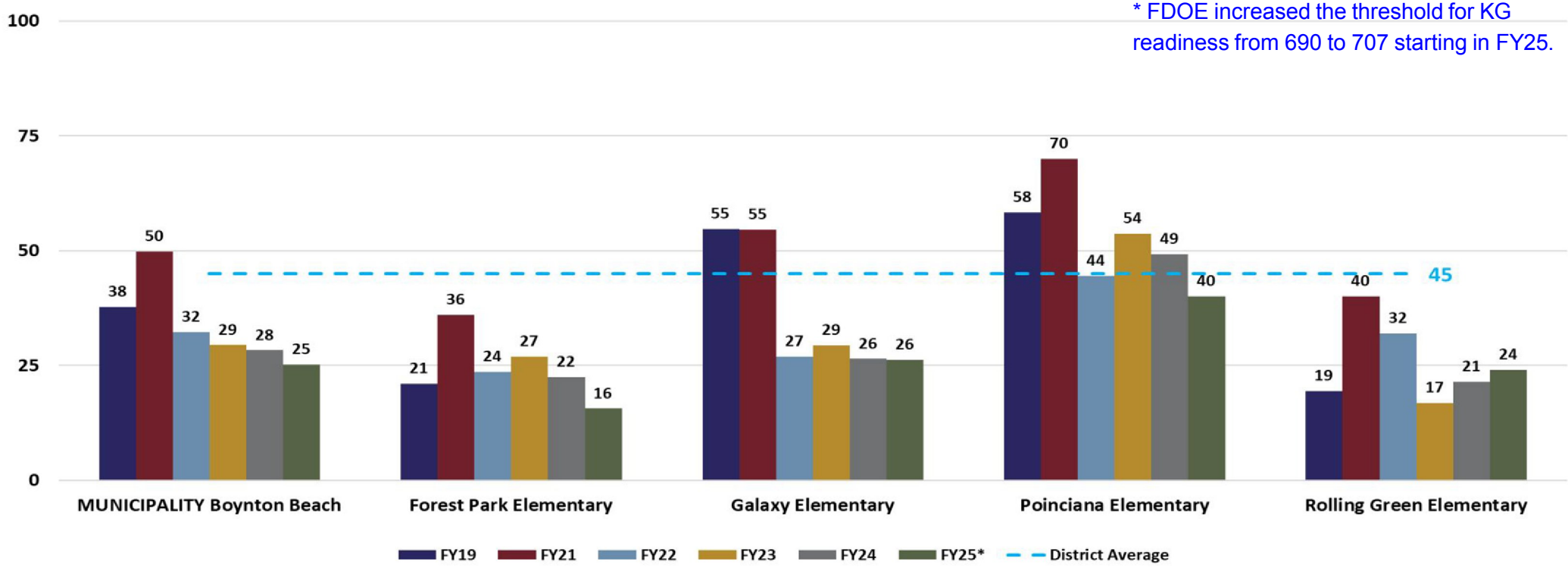
Mr. Edwin Ferguson, Esq.
An Introduction

- Husband and Father
- Founder and President - The Ferguson Firm
- School Board Member for District 7



FLKRS/STAR Kindergarten Readiness

District Average = 45%
* FDOE increased the threshold for KG readiness from 690 to 707 starting in FY25.



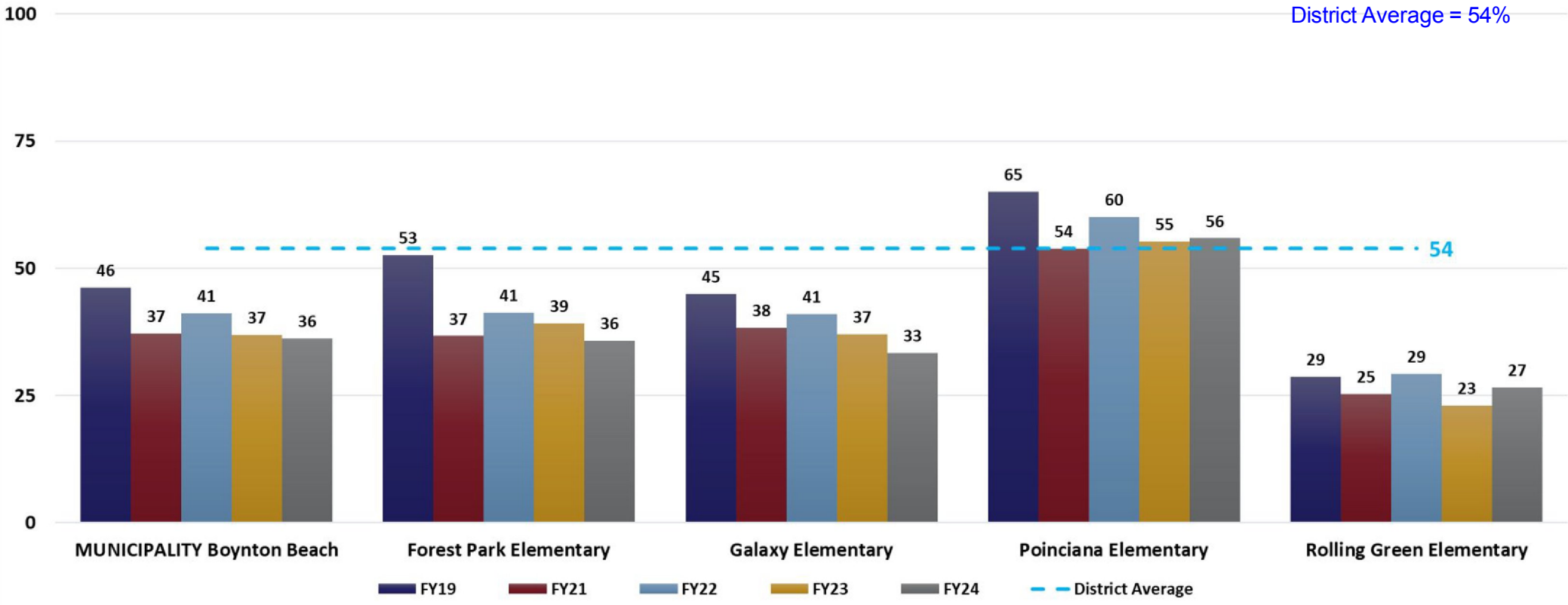
How to Help your Child Get Ready for Kindergarten

- What Your Kindergartner Should Know (ELA)
- Parent Guide for Kindergarten Math
- Parent Guide for Kindergarten ELA Standards



SCAN ME

English Language Arts (ELA)



How to help your child do better in Reading & Writing

Dolch Words are the words that are most frequently found in books that children read. By practicing these words with your children and helping them learn to recognize them automatically, you can help facilitate fluency in reading.

- Pre-Kindergarten
- Kindergarten
- First Grade
- Second Grade
- Third Grade
- Fourth Grade
- Fifth Grade

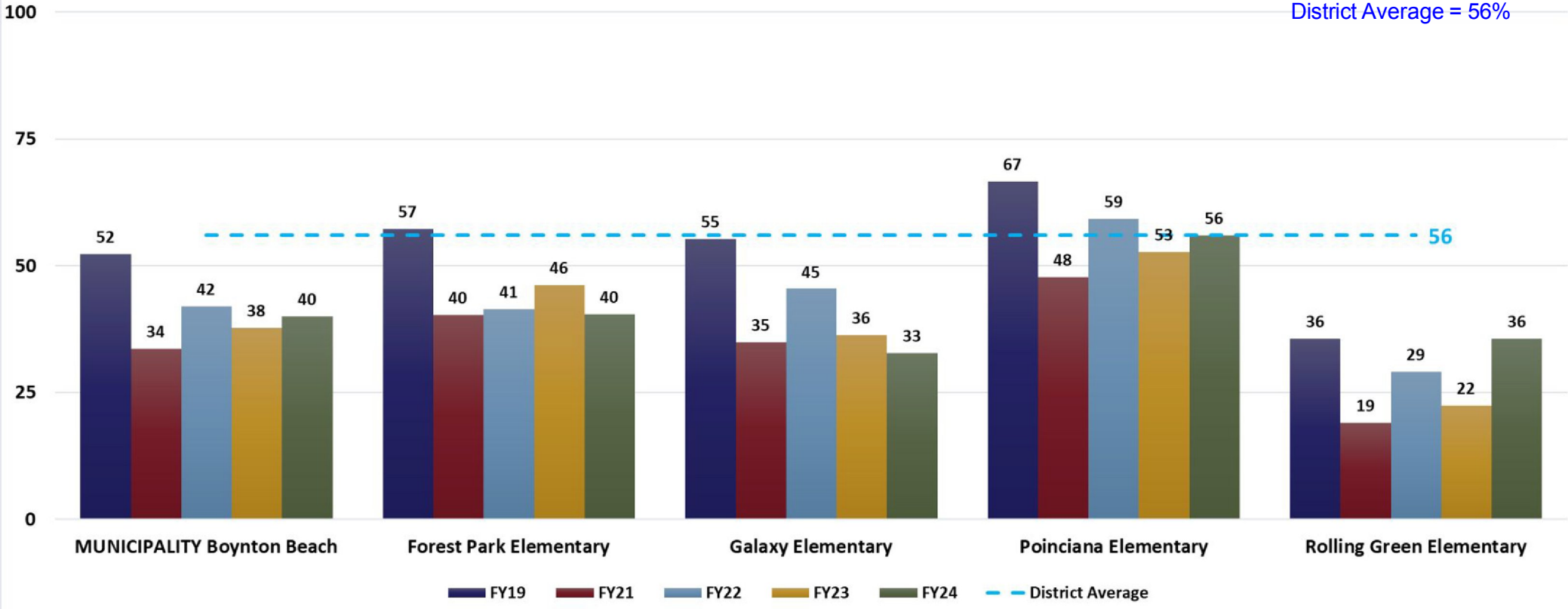
How to help your child do better in Reading & Writing

Looking for reading materials?
Here are some websites that offer fun, free, high–quality material for kids:

- www.starfall.com
- www.storyplace.org
- www.uniteforliteracy.com
- www.storynory.com



Mathematics



By visiting the Savvas Realize Parents' Corner, you will learn how to support your child's academic growth in the area of Mathematics. Savass Realize is a curriculum tool used in the Palm Beach County School District that supports Math instruction.

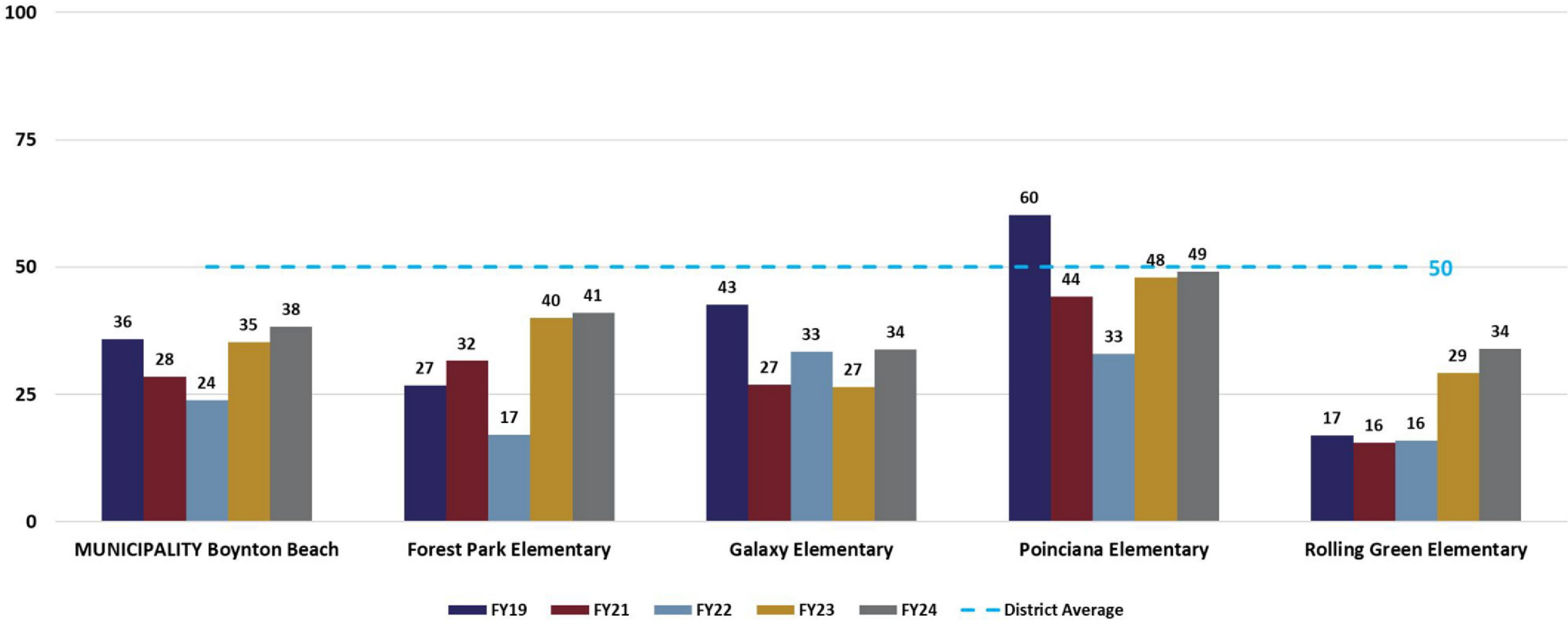
SuccessMaker is a technology tool used to help guide Math instruction. Here are some tips for students and families to help students make the most of their time using the SuccessMaker software.

- Success Tips for K-2
- Success Tips for 3-5

SCAN ME

Science

District Average = 50%



How to Help Your Child do Better in Science

Children are natural scientists that are constantly exploring the world around them. One way to help your child do better in Science is to conduct small, simple experiments at home with them using the Scientific Method.

Science Experiments Using Household Items

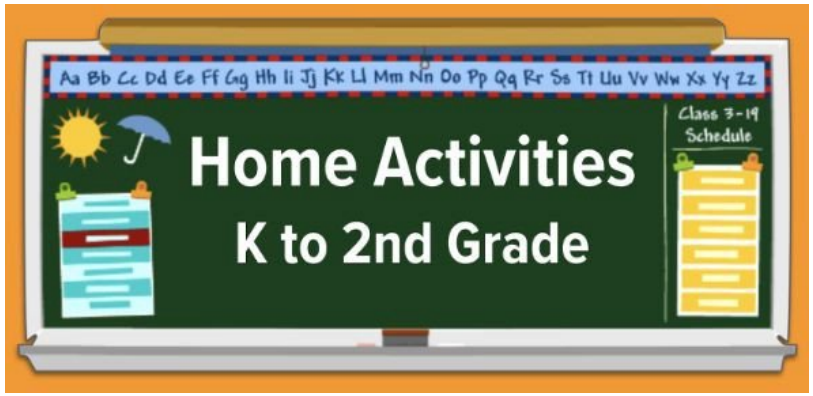


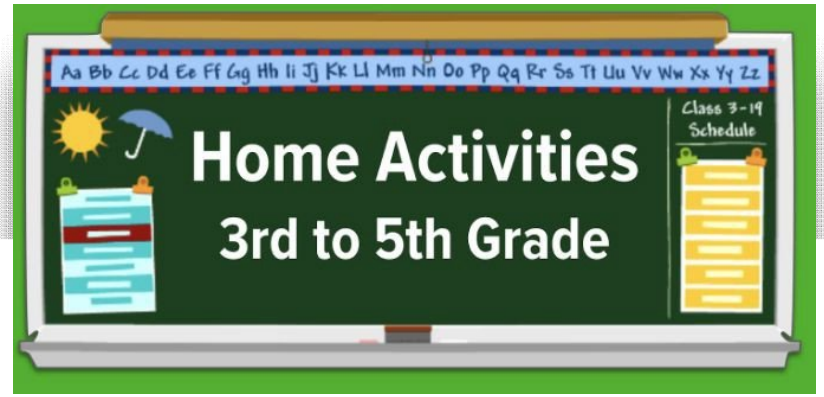
How to Help your Child do Better in Social Studies

Actively participating in Social Studies lessons can help young people develop the ability to make informed and reasoned decisions for the public good as citizens of a culturally diverse, democratic society in an interdependent world. Here are some resources that will help you support your child in the content area of Social Studies:

- Help Students Learn About Holidays and Special Events
- Exploring Florida (Fourth Grade)
- Library of Congress
- While learning about historical places and monuments, find them on Google Earth
- Social Studies for Kids contains resources for current world events

Across Curriculum Home Activities





BrainPOP

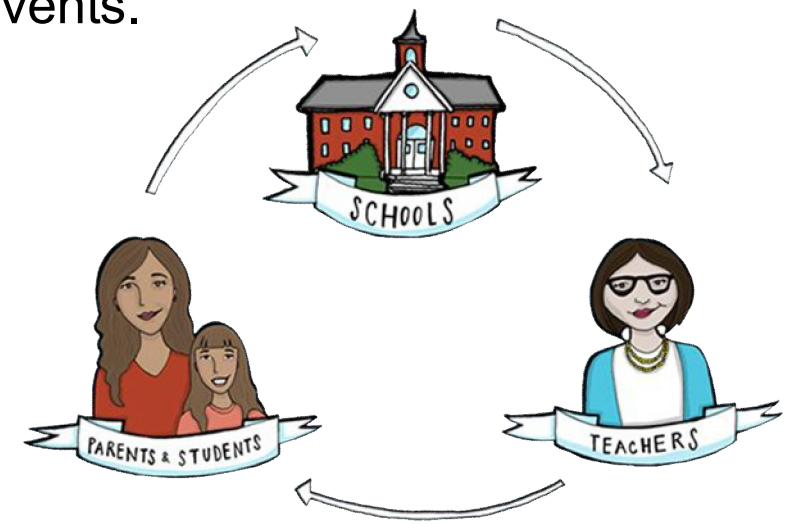
How You Can Help

Parents:

- Make sure children read and have a place to do homework each night.
- Parents attend curriculum nights, open houses, parent conferences, SAC & PTA meetings, and other school events.
- Donation for school year

Community Members:

- Volunteer at your local school
- Provide sponsorships




new worlds reading
UF Lastinger Center for Learning UNIVERSITY of FLORIDA
SCHOLASTIC
Reading shapes who we are.
Help your kids read on grade level with Florida's FREE at-home book delivery program.
VPK - 5th grade students can apply to receive FREE books and reading activities every month from this state-created program.*
Students can choose books that match their interests.
Books and activities are available in English, Spanish, Haitian Creole, and braille.
*Visit newworldsreading.com to see eligibility requirements.
Families can apply today:
newworldsreading.com/enroll
new worlds reading
Lekti fòme ki moun nou ye.
Ede pitit nou yo, oswa timoun nou respons-ab yo, rive gen ladrès nan lekti nan nivo klas yo, grasa pwogram livrezon liv GRATIS adomisil ki se yon pwogram Eta Florid la.
Elèv ki nan klas matènèl pou rive nan 5yèm ane ka aplike pou yo resevwa liv GRATIS ansanm ak aktivite, chak mwa, nan kad pwogram sa a ke Eta a kreye*.
Elèv yo ka chwazi liv ki koresponn ak sa ki enterese yo.
Liv yo ak aktivite yo disponib nan lang Anglè, Panyòl, Kreyòl Ayisyen ak Bray.
*Vizite newworldsreading.com pou nou ka konsilte kondisyon elijibilite yo.
Fanmi yo ka aplike jodi a:
newworldsreading.com/enroll
new worlds reading
La lectura forma quienes somos.
Ayude a sus niños a leer al nivel de su grado con el programa de entrega de libros a domicilio de la Florida, el cual es totalmente GRATUITO.
Los estudiantes de VPK hasta 5.º grado pueden aplicar para recibir libros y actividades de lectura GRATIS cada mes a través de este programa creado por el estado*.
Los estudiantes pueden seleccionar libros que coincidan con sus intereses.
Los libros y actividades están disponibles en inglés, español, criollo haitiano y braille.
*Consulte newworldsreading.com para ver los requisitos de elegibilidad.
Las familias ya pueden registrarse:
newworldsreading.com/enroll
new worlds reading

Graduation Requirements



Current Graduation Requirements Include:

Successful completion of one of the following options:

- 24 credits
- Advanced International Certificate of Education (AICE) curriculum
- International Baccalaureate (IB) curriculum
- 18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL)
- Career and Technical Education (CTE) Pathway (See section [s.] 1003.4282, Florida Statutes [F.S.])

Please see Florida's Graduation Requirements for more information.

Questions?





Contact Me:

edwin.ferguson@palmbeachschools.org

561-434-7481

Stay informed by checking the District's website, palmbeachschools.org or by watching content on The Education Network

Social Media

/@pbcsd

/@sdpbc

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Announcement- Oceanfront Bark.

Requested Action: Boynton Beach's Dog "Paw-ty" on the Beach is being hosted by the Recreation & Parks Department on Saturday, December 21, from 9:00 A.M. to 12:00 P.M. at Oceanfront Park, located at 6415 N. Ocean Blvd. This is the second of four scheduled events being held on the third Saturday of each month through February. This month's theme is "Happy Paw-lidays", dogs and their owners are encouraged to dress up in their holiday to enjoy giveaways, a photo contest sponsored by Raising Canes, and more. This event is free for all well behaved, licensed dogs and their owners, dogs will be allowed off leash in a designated fenced area. Parking at Oceanfront Park is free for the duration of the event for all beach patrons. For more information visit the City's website Boynton-beach.org

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Explanation of Request: To announce Oceanfront Bark event being held on Saturday, December 21, from 9:00 A.M. to 12:00 P.M. at Oceanfront Park. This event is free for well behaved, licensed dogs and their owners. Parking is free for all beach patrons for the duration of the event.

How will this affect city programs or services? Support Services will be provided by Public Works and parking will be free at Oceanfront Park during the event.

Fiscal Impact: Parking fees will be waived for the duration of the event.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Announcement- System-wide free chlorination flush of the water distribution system.

Requested Action:

The City of Boynton Beach Utilities Department will be performing a system wide free chlorination flush for routine maintenance of the water distribution system from January 2, 2025, to January 23, 2025.

Customers particularly sensitive to the taste and odor of chlorine may place an open container of drinking water in their refrigerators for a few hours to allow the chlorine to dissipate. Because of this change, users of home dialysis machines, owners of tropical fish aquariums and managers of stores and restaurants with holding tanks for fish and shellfish are advised to seek professional guidance on how to operate their equipment during this period.

Explanation of Request:

The City of Boynton Beach Water Utility will be temporarily changing its water treatment disinfection process to free chlorination beginning Thursday, January 02, 2025 through Thursday, January 23, 2025. This is a standard practice in which we switch to a stronger disinfection method in order to ensure that the potable water delivered to the customer remains of the highest quality. As a result, the customer may notice a slight change in odor and taste in their water. During this period, the City's Drinking Water Distribution System will continue to meet ALL Federal and State water quality standards.

Customers particularly sensitive to the taste and odor of chlorine may place an open container of drinking water in their refrigerators for a few hours to allow the chlorine to dissipate. Because of this change, users of home dialysis machines, owners of tropical fish aquariums and managers of stores and restaurants with holding tanks for fish and shellfish are advised to seek professional guidance on how to operate their equipment during this period as the method for removing chlorine residuals differs from removing chloramine residuals from tap water. Any changes will be eliminated when the Utility reverts to our normal disinfection method at the end of this chlorine flush period.

Please be assured that this is a preventive maintenance procedure to maintain our Water Distribution System. If you would like further information on this matter, please call our Water Quality Division at 561-742-6964 between 7 A.M.- 4 P.M. Monday through Friday.

How will this affect city programs or services?

The free Chlorination is part of routine maintenance of the water distribution system. The Utility will continue to meet all local, state and Federal Safe Drinking Water Act requirements.

Fiscal Impact: None.

Attachments:
2025-01 Water Treatment Chlorination Notice.docx

PUBLIC NOTICE TO WATER SYSTEM CUSTOMERS OF THE CITY OF BOYNTON BEACH UTILITY

The City of Boynton Beach Water Utility will be temporarily changing its water treatment disinfection process to free chlorination beginning Thursday, January 02, 2025 through Thursday, January 23, 2025. This is a standard practice in which we switch to a stronger disinfection method in order to ensure that the potable water delivered to the customer remains of the highest quality. As a result, the customer may notice a slight change in odor and taste in their water. During this period, the City's Drinking Water Distribution System will continue to meet ALL Federal and State water quality standards.

Customers particularly sensitive to the taste and odor of chlorine may place an open container of drinking water in their refrigerators for a few hours to allow the chlorine to dissipate. Because of this change, users of home dialysis machines, owners of tropical fish aquariums and managers of stores and restaurants with holding tanks for fish and shellfish are advised to seek professional guidance on how to operate their equipment during this period as the method for removing chlorine residuals differs from removing chloramine residuals from tap water. Any changes will be eliminated when the Utility reverts to our normal disinfection method at the end of this chlorine flush period.

Please be assured that this is a preventive maintenance procedure to maintain our Water Distribution System. If you would like further information on this matter, please call our Water Quality Division at 561-742-6964 between 7 a.m. – 4 p.m. Monday through Friday.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Community Support Funds.

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

How will this affect city programs or services? NA

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

Attachments:
Boynton Women's Club.doc
Heart of Boynton Association- $500.doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

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

Date of Request: December 17, 2024
Requested by Mayor/Commissioner: Commissioner Turkin
Amount Requested: $1,150
Recipient/Payee: Boynton Women's Club
Description of project, program, or activity to be funded: _____

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $3,000

The balance of funds available for the requesting Member of the Commission is $1,150.

Accordingly:

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

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

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

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

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

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

Date of Request: 12-17-2024
Requested by Mayor/Commissioner: Angela Cruz
Amount Requested: $500
Recipient/Payee: Heart of Boynton Association
Description of project, program, or activity to be funded: _____

Part II - Availability of funds

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

The balance of funds available for the requesting Member of the Commission is $5,000.

Accordingly:

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

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

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

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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

2025 City Commission Calendar of Meetings.

Requested Action: Approve City Commission and Agenda Review Workshop meeting dates for 2025.

Explanation of Request: Staff has included recommended changes to a few meetings, due to conflicts with conferences throughout the year.

March 4- Commission Meeting- Meeting has been cancelled.

March 13- Agenda Review- Meeting has been cancelled.

August 14- Agenda Review- Meeting has been cancelled.

September 16- Commission Meeting- will revisit this mid-year.

October 16- Agenda Review- will revisit this mid-year.

November 18- Commission Meeting- will revisit this mid-year.

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

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

Attachments:
2025 CITY COMMISSION MEETING CALENDAR.docx

2025 CITY COMMISSION MEETING CALENDAR

MEETING DATE	AGENDA REVIEW MEETING DATE
January 7, 2025	January 2, 2025
January 21, 2025	January 16, 2025
February 4, 2025	January 30, 2025
February 18, 2025	February 13, 2025
~~March 4, 2025~~ CANCELLED	~~February 27, 2025~~ CANCELLED
March 18, 2025	~~March 13, 2025~~ CANCELLED
April 1, 2025	March 27, 2025
April 15, 2025	April 10, 2025
May 6, 2025	May 1, 2025
May 20, 2025	May 15, 2025
June 3, 2025	May 29, 2025
June 17, 2025	June 12, 2025
July 1, 2025	June 26, 2025
July 15, 2025	July 10, 2025
August 5, 2025	July 31, 2025
August 19, 2025	~~August 14, 2025~~ CANCELLED
September 2, 2025	August 28, 2025
September 16, 2025	September 11, 2025
October 7, 2025	October 2, 2025
October 21, 2025	October 16, 2025
November 4, 2025	October 30, 2025
November 18, 2025	November 13, 2025
December 2, 2025	November 26, 2025
December 16, 2025	December 11, 2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-315- Approving the application for the Center for Heat Resilient Communities Grant offered by the National Integrated Heat Health Information System Center for the amount of $10,000, authorize the Mayor to accept the grant, 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. R24-315.

Explanation of Request: The Center for Heat Resilient Communities supports communities in determining the best locally-tailored strategies to advance heat resilience that are "shovel-ready" for investment. This first-of-its-kind opportunity will directly fund and support communities and tribal entities across the U.S. and internationally utilizing novel and complementary decision support tools to create a roadmap for equitable community heat resilience. The Center brings together teams of experts and over 50 cross-sector partners including scholar specialists, chief heat and resilience officers, municipal climate and sustainability networks, national and international advocacy groups, private climate services providers, and more.

On November 1, 2024, NIHHS announced that the Center for Heat Resilience Communities opened applications for communities across the U.S. to receive support in developing Heat Resilience Roadmaps. Selected communities will receive $10,000 and technical assistance to help them determine and communicate the impacts of extreme heat in their communities, assess their capacity to respond, and design a locally tailored blueprint for heat resilience. Applications are due January 24, 2025.

How will this affect city programs or services?

The City of Boynton Beach, committed to the well-being and protection of its residents, finds it imperative to apply for this cohort to supplement the urban tree canopy assessment and heat studies planned for FY25 and FY26. The project will play a key role in the community's future resilience. Participating communities will craft locally tailored blueprints outlining planning, funding, and decision-making strategies to prepare for and respond to extreme heat events. These strategies will help protect communities from harmful heat impacts, such as heat-related deaths and infrastructure damage.

Fiscal Impact:

The Center for Heat Resilient Communities Grant offered by the National Integrated Heat Health Information System Center is expected to fund $10,000 for the project.

Attachments:
R24-315 Agenda_Item_2476-2023_Resolution_for_National_Integrated_Heat_Health_Info._System_for_shovel-ready_investment.docx
Attachment 1 - NIHHIS- Application Form 2025.docx
Attachment 2 - CHRC-Application-Supplement-10-31-2.pdf
Attachment 3 - Center for Resilient Communities Grant.pdf
Attachment 4 - Final Community-Worksheet.xlsx

RESOLUTION NO. R24-315

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY OF BOYNTON BEACH TO APPLY FOR THE CENTER FOR HEAT RESILIENT COMMUNITIES GRANT OFFERED BY THE NATIONAL INTEGRATED HEAT HEALTH INFORMATION SYSTEM CENTER IN THE AMOUNT OF $10,000; AUTHORIZING THE MAYOR, IF AWARDED, TO ACCEPT THE GRANT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Center for Heat Resilient Communities (the "Center") supports communities in determining the best locally-tailored strategies to advance heat resilience that are "shovel-ready" for investment, to directly fund and support communities and tribal entities across the United States and internationally using novel and complementary decision support tools to create a roadmap for equitable community heat resilience; and

WHEREAS, the Center brings together teams of experts and over fifty cross-sector partners, including scholar specialists, chief heat and resilience officers, municipal climate and sustainability networks, national and international advocacy groups, private climate services providers, and more; and

WHEREAS, on November 1, 2024, the National Integrated Heat Health Information Systems ("NIHHS") announced that the Center had opened applications for communities across the United States to get support to develop Heat Resilience Roadmaps, with selected communities to receive $10,000 and technical assistance to help them determine and communicate the impacts of extreme heat in their communities, assess their capacity to respond and design a locally tailored blueprint for heat resilience; and

WHEREAS, the City intends to use the funds to protect City communities from harmful heat impacts, such as heat-related deaths and infrastructure damage; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City to apply to the NIHHS program to supplement the urban tree canopy assessment and heat studies that are planned for Fiscal Years 2025 and 2026; authorize the Mayor to execute the application, and if awarded, the grant agreement,

subject to review for legal sufficiency by the office of the City Attorney; authorize the Mayor to take all administrative and budgetary actions necessary to implement the grant; and authorize the Mayor to execute any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

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 approves the grant application to supplement the urban tree canopy assessment and heat studies that are planned for Fiscal Years 2025 and 2026; authorizes the Mayor to execute the application, and if awarded, the grant agreement, subject to review for legal sufficiency by the office of the City Attorney; authorizes the Mayor to take all administrative and budgetary actions necessary to implement the grant; and authorizes the Mayor to execute any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

SECTION 3. This Resolution shall become effective as provided by 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

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Application Form for the NIHHIS Center for Heat Resilient Communities 2025-26 Cohort

The Center for Heat Resilient Communities (Center), in partnership with the National Oceanic and Atmospheric Administration (NOAA) and the National Integrated Heat Health Information System (NIHHIS), is now accepting applications from organizations interested in participating in the inaugural cohort of Heat Resilient Communities. The Center anticipates that approximately 10 communities will be selected to participate in the 2025-26 cohort.

Your responses to the application questions will help us determine your community's fit with the Center for Heat Resilient Communities' inaugural cohort. Applications will not be considered complete until both the Application Form and Community Worksheet have been submitted. See the Application Supplement for more details on the application process.

This Application Form contains the following question types:

- Short answer (1-2 sentences): 11 Questions
- List with short description (1-2 sentences per item up to five items): 4 Questions
- Long answer (100 words or less): 1 Questions
- Long answer (200 words or less): 2 Question
- Long answer (300 words or less; around 2 paragraphs): 3 Questions

Applications will open on Wednesday, November 20th. Applicants must submit the Application Form and Community Worksheet by 9:00 p.m. PST on Friday, January 24th, 2025.

Selected communities will be notified by Friday, February 14th, 2025.

For additional information, including eligibility criteria, please review the contents of the Application Supplement.

If you have questions not addressed in the Application Supplement, please contact heat@ucla.edu.

Part 1

[All fields will be short or long format text boxes]

Contact Information

1. * Name
   Mirna Crompton

2. * Position/Title
   Grants Manager

3. * Affiliation/Organization
   City of Boynton Beach

4. * What organizational type does your organization best fit under? (e.g., city, county, or regional government agency; tribal government; other)
   Municipality

5. * Will you be the primary contact, and your organization be the lead organization to represent your community as part of the Heat Resilient Communities cohort? If not, please specify and include full contact information.
   Alannah Irwin,
   Administrator, Sustainability & Resiliency
   IrwinA@bbfl.us
   561-742-6415

   By providing a primary contact, you acknowledge having reviewed the supplemental materials and self-identify that the lead contact / organization has the capacity to participate for the duration of the 1-year cohort model.

6. Please list the name, title, and email of a second (alternate) contact at your organization who will be available to represent your community when engaging with the Center in the event you are unable to do so.
   Mirna Crompton
   Grants Manager
   CromptonM@bbfl.us
   561-745-6087

7. If you are applying as a regional entity or coalition, please list included entities and staff members that will participate (if specific nominees from each entity have not been identified, please just list these other entities).
   N/A

* Requires a response.

Community Characteristics

8. * What community and state are you applying for? (e.g. Harris County, TX)
   Palm Beach County, Florida

9. * What geographic or jurisdictional unit does the community you are applying for best fit into? (e.g., neighborhood, city council district, city, county, regional)
   City

10. * What is the approximate population of the community you are applying for?
    82,393

11. * Please briefly describe (in **200** words or less) any steps you've already taken or plan to take to identify where the greatest need to improve heat resilience exists in your community and your findings or anticipated findings.

12. * Are there heat-vulnerable groups or sectors that are disproportionately present in your community? If so, please list them here (in **100** words or less; e.g., agricultural workers, industrial workers, mobile home communities, incarcerated people, etc…)

Community Resources and Engagement

Your responses to the following questions will help reviewers understand the level of existing coordination with local and beyond-local stakeholders.

13. Please list and briefly describe (1-2 sentences per entry up to five entries) the major **public sector** partnerships (e.g. other departments, districts, jurisdictions, or governmental entities at larger scales) you have developed or plan to develop to address heat resilience for your community. You will have an opportunity in the Community Worksheet to exhaustively list non heat- and climate-specific partnerships you maintain.

    For each group you list, please characterize the current status of your partnership (for example: you plan to approach them, you've received verbal confirmation of their intent to partner, you have a formal commitment of volunteer time and/or funding or staff time from them)

    <Multiple **short form** responses>

14. Please list and briefly describe (1-2 sentences per entry of to five entries) the major **community-based (CBO) or community-serving organization** partnerships (e.g. nonprofits, neighborhood associations, school districts, community development organizations) you have developed or plan to develop to address heat resilience for your

* Requires a response.

community. You will have an opportunity in the Community Worksheet to exhaustively list non heat- and climate-specific partnerships you maintain.

For each group you list, please characterize the current status of your partnership (for example: you plan to approach them, you've received verbal confirmation of their intent to partner, you have a formal commitment of volunteer time and/or funding or staff time from them)

<Multiple **short form** responses>

15. Please list and briefly describe (1-2 sentences per entry of to five entries) the major **research sector** partnerships (e.g. university departments, professors, staff, or students; national laboratories; Museums; etc...) you have developed or plan to develop to address heat resilience for your community. You will have an opportunity in the Community Worksheet to exhaustively list non heat- and climate-specific partnerships you maintain.

    For each group you list, please characterize the current status of your partnership (for example: you plan to approach them, you've received verbal confirmation of their intent to partner, you have a formal commitment of volunteer time and/or funding or staff time from them)

    <Multiple **short form** responses>

16. Please list and briefly describe (1-2 sentences per entry of to five entries) the major **private sector / philanthropic** (e.g. consultants, business partners, foundations, etc…) partnerships that you have developed or plan to develop to address heat resilience for your community. You will have an opportunity in the Community Worksheet to exhaustively list non heat- and climate-specific partnerships you maintain.

    For each group you list, please characterize the current status of your partnership (for example: you plan to approach them, you've received verbal confirmation of their intent to partner, you have a formal commitment of volunteer time and/or funding or staff time from them)

    <Multiple **short form** responses>

17. * Have you previously engaged members or representatives of disproportionately impacted communities in heat planning or related efforts? If so, please describe briefly (in **300** words or less). If not, please describe any existing relationships or efforts that you could leverage to do so.
    In this question, 'impacted communities' are defined as groups experiencing heat impacts. Disproportionately impacted communities are those that experience these

* Requires a response.

impacts at greater rates relative to the wider population.

18. * Has your community applied for or participated in other NOAA/NIHHIS program(s)? (e.g., Urban Heat Island Mapping Program, a NOAA-funded heat tabletop exercise)

Statement of Need and Anticipated Outcomes

Your responses to the following questions will help reviewers prioritize support for communities based on existing goals and planned actions.

19. * Please briefly describe (in **300** words or less) the challenges faced by your community as a result of heat, noting how and why increasing your community's resilience to heat is important.

20. * Please briefly describe (in **300** words or less) your goals for having your community participate as a Heat Resilient Community. How would participation fit into your community's heat planning and climate resilience efforts?

21. * Please briefly describe (in **200** words or less) any organizational capacity gaps that you have already identified in addressing the impacts of extreme heat. What outcomes would you hope to achieve related to bridging some of these gaps through your participation as a Heat Resilient Community?

Before Submitting:

22. * Have you sent your completed Community Worksheet to heat@ucla.edu? If not, please do so before submitting this Application. Applications without a submitted Community Worksheet will be considered incomplete.

Paperwork Reduction Act and Privacy Act Notices

PRA Burden Statement:

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with an information collection subject to the requirements of the Paperwork Reduction Act of 1995 unless the information collection has a currently valid OMB Control Number. The approved OMB Control Number for the Citizen Science & Crowdsourcing information collection is 0648-0828. Without this approval, we could not conduct these information collections. NOAA recognizes that the PRA does apply to its Citizen Science & Crowdsourcing information collections and OMB approval is pending. In the interim, OMB is permitting NOAA to conduct those collections. Public reporting for these information collections is estimated to be between one minute and 8 hours per response depending on the project, including the time for reviewing instructions, searching existing data sources,

* Requires a response.

gathering and maintaining the data needed, and completing and reviewing the information collection. All responses to this information collection are voluntary. Send comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing this burden to the NOAA Citizen Science Office at citizenscience@noaa.gov.

Privacy Act Statement:

Authority: The collection of this information is authorized under 5 U.S.C. § 301, Departmental regulations which authorizes the operations of an executive agency, including the creation, custodianship, maintenance and distribution of records, and 15 U.S.C. 1512, Powers and duties of the Department.

Purpose: NOAA is collecting this information to help meet its mission to understand and predict changes in climate, weather, ocean, and coasts, to share that knowledge and information with others, and to conserve and manage coastal and marine ecosystems and resources. NOAA collects limited information, such as name, address, phone number, or email address for a variety of purposes. This information will be used to respond to user inquiries or provide services requested by the user.

Routine Uses: Disclosure of this information is permitted under the Privacy Act of 1974 (5 U.S.C. Section 552a) to be shared among Department staff for work-related purposes. Disclosure of this information is also subject to all of the published routine uses as identified in the Privacy Act System of Records Notice COMMERCE/NOAA-11, Contact Information for Members of the Public Requesting or Providing Information Related to NOAA's Mission, and COMMERCE/DEPT-23, Information Collected Electronically in Connection with Department of Commerce Activities, Events, and Programs.

Disclosure: Furnishing this information is voluntary. By providing this information, you are consenting to the use of that information only for the purpose for which it is submitted.

* Requires a response.

UCLA Luskin Center for Innovation

Informing effective and equitable environmental policy



Application Supplement

NIHHIS Center for Heat Resilience Communities 2025-2026 Cohort Application Guidance

What is the Center for Heat Resilient Communities?	**2**
What will communities actually do and what support will be provided?	**4**
Am I eligible?	**6**
Cohort Application Process	**7**
Application Form Evaluation Criteria	**9**
Community Worksheet Purpose & Cohort Selection	**11**
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Appendix B: Frequently Asked Questions	**17**

What is the Center for Heat Resilient Communities?

The National Integrated Heat Health Information System (NIHHIS) Center for Heat Resilient Communities, a National Oceanic and Atmospheric Administration (NOAA)-funded Center of Excellence dedicated to supporting local governments in determining the best strategies to advance heat resilience in local communities, is seeking applicants for its inaugural cohort. This first-of-its-kind opportunity brings together teams of experts and over 50 cross-sector partners to create a roadmap for equitable community heat resilience across six core areas of preparation and response:

1. **Stress Testing:** Assessing the maturity of existing heat governance institutions and stress testing emergency response.
2. **Indicators:** Selecting locally relevant heat resilience indicators to assess current heat conditions and track progress toward heat resilience goals.
3. **Local Heat Planning:** Heat action planning and coordinating across networks of plans.
4. **Benefit-Cost Analysis:** Conducting benefit-cost analysis to understand the current and projected costs of inaction and the potential net benefits of interventions.
5. **Modeling:** Selecting and tailoring local-to-global climate data and models to assess heat exposure.
6. **Engagement:** Engaging communities, stakeholders, and the media, including developing effective heat warning systems.

Experts within each of these core areas will develop a Heat Resilient Communities Roadmap Workbook (Roadmap Workbook) that brings together diverse expertise and knowledge-sharing hubs. The Roadmap Workbook includes a suite of newly developed heat tools with recommended resources that will help participants make a case for action, assess their capacity to respond, and design a locally tailored blueprint for heat resilience with actionable goals and strategies for achieving them.

Trainings and modules will help participants develop core competencies and facilitate the collection and organization of key data outputs and goals from strategy prioritization activities such as the identification of indicators and exposure settings, benefit-cost analysis, capacity assessments, and assessing policy window opportunities.

Upon completion of the program, participants will have produced a tailored Heat Resilient Community Blueprint (Blueprint) document that includes funding, policy, and planning pathways to support local heat preparedness priorities. The Roadmap Workbook and Blueprint will position communities to maximize existing resources and be highly competitive for state, federal, and philanthropic funding opportunities. Selected communities will receive $10,000 to cover staff costs or finance strategies identified through engagement with the Roadmap Workbook and guidance from our Center experts.

In exchange, the collaborating communities will provide feedback on the Center at designated junctures so that the tools can be improved, and ultimately deployed as a publicly available heat

resilience guide useful for diverse communities and contexts. This feedback from communities representing diverse experiences preparing for extreme and/or chronic heat will be used to:

i) Deliver actionable recommendations to NOAA, NIHHIS, and federal partners detailing ways that the federal government can support communities as they prepare for a hotter future, and
ii) Justify the creation of additional programs and funding streams for local communities through the successes and lessons learned in developing their tailored Blueprints.

Data and insights collected through the Center for Heat Resilient Communities' participants are funded by taxpayer dollars and generally expected to be shared with the public, subject to the Citizen Science Act. The NIHHIS Centers of Excellence are committed to balancing a commitment to open science and collaboration with respect for the sovereignty of Tribal communities around the gathering of data that involves indigenous knowledge, locations of tribal assets or resources, and tribal practices. If you have concerns about privacy and/or data sovereignty that would affect your ability to participate in the Center, please contact us at heat@ucla.edu before submitting application materials.

What will communities actually do and what support will be provided?

Why participate?

Communities will receive the following benefits through participating with the Center for Heat Resilient Communities:

- Guidance in producing a strategy document with fundable “shovel-ready” actions aligned with local, state, and federal funding sources and priorities.
- Guidance and support from international experts.
- Access and membership to a national network of heat leaders.
- The opportunity to influence federal policy, regulatory, and funding priorities.
- Financial support through a $10,000 micro-funding award.

The $10,000 micro-fund award can be used flexibly to cover staff costs or finance strategies identified through engagement with the Center’s Roadmap Workbook. Non-exhaustive eligible expenses may include event costs including food and travel, contracting community organizations or independent consultants to conduct community engagement activities, and acquiring licenses or tools needed to collect and/or analyze data[1]. Ineligible expense categories include alcohol and entertainment. Please consult the Code of Federal Regulations (CFR) for more details.

Once selected, funding is contingent upon successful onboarding into UCLA’s PaymentWorks system and acceptance of University of California (UC) and NOAA terms and conditions. Once the agreement is fully executed, the recipient can begin invoicing. This process can take 2-4 months.

What will we do and how?

The What

The year-long cohort is structured around completing the Roadmap Workbook. The Roadmap Workbook includes a sequence of suggested activities and pathways to create your Heat Resilient Community Blueprint, a locally-tailored list of “shovel-ready” heat action strategies targeting support from key local, state, and federal resources. Communities that have already completed specific activities in the Roadmap Workbook will have the flexibility to use data and outcomes from previous work but are asked to complete the associated Center worksheets for each activity.

[1] Inventorial equipment with a cost of $5K or more per unit is not allowed. Funds may not be used for expendable/consumable materials and supplies that cost more than $5K per unit.

Community assets gained through Roadmap Workbook activities will empower communities to:

- Determine priorities and locally relevant indicators,
- Identify capacity gaps and opportunities to increase their capacity to address heat resilience,
- Design right-sized approaches to increase heat resilience according to their existing capacity,
- Communicate the problem and potential solutions to decision-makers, residents, and potential funders,
- Make decisions about how to prioritize their next steps and allocate resources.

The How

Communities will nominate 1 or more representatives (the “nominee(s)”) to participate in the year-long program. These nominees will complete Center trainings and take the lead in developing key program outputs. Trainings will consist of synchronous and asynchronous webinars hosted by our expert teams. Worksheets and templates will facilitate the collection and organization of key data outputs and decisions needed to define the problem, assess the capacity to respond, and produce locally tailored goals with strategies for implementation. Additional tools will be provided at key junctures to facilitate the identification of indicators, exposure settings, relationship-building opportunities, and policy window opportunities. Technical assistance may be provided as needed and capacity allows.

Required Time Commitment

Communities that come into the program with little or no existing heat work should expect to commit an average of 2-4 hours of staff time per week for the duration of the program. Communities that have already conducted some Center activities or otherwise intend to focus their efforts on specific pieces may find that the time commitment is variable throughout the program.

When will we do it?

Selected communities will begin working with Center programming in March of 2025. The $10,000 micro-fund award is intended to support participating communities for the duration of the one-year program. We encourage participating in planned opportunities for continued engagement with the Center beyond the 1-year cohort model, but this is not a requirement.

Am I eligible?

Eligibility is restricted to non-federal state, local, tribal, and territorial governments (SLTTs) and their departments. Local governments include incorporated towns, cities, counties, special districts, metropolitan planning organizations (MPOs), councils of government (COGs), and other institutions, to be considered on a case-by-case basis. Exceptions may be made for non-governmental organizations that play a leadership role in a community's heat resilience efforts in a formal capacity; see below for details. For questions regarding community eligibility, please contact heat@ucla.edu.

To be eligible, prospective organizations should nominate at least one staff person (the "nominee(s)") in a durable[2] role to participate in Center programming. The nominee does not have to be the person who fills out and submits the application. Supervisor or management approval of the nominee(s)'s participation in the 1-year program is highly encouraged, up to and including a letter of support indicating that the organization can support the staff time needed to participate in Center activities.

In instances where a single applicant is applying on behalf of a coalition of governments addressing an impact area larger than their jurisdiction, letters of support from affiliated jurisdictions at these other scales / jurisdictional boundaries are highly encouraged.

In those instances where a regional organization is applying for an impact area that contains multiple jurisdictional units, letters of support from those localities that will be directly participating are highly encouraged.

While eligibility is restricted to SLTT governments, we recognize that community-engaged work is fundamental to equity-centered heat response. Relationships and intended engagement with community-based or community-serving institutions are highly encouraged. Prompts in the application invite applicants to indicate the strength of these relationships. Applicants may also submit letters of support or evidence of previous engagement, not to exceed one-half page and 2 supporting pieces of evidence, respectively. These can be submitted to heat@ucla.edu. After the first cohort, which will help the Center create a stable base of support options, we intend to expand the role of community organizations in participation with the Center through additional guidance to local governments and possibly dedicated funding.

Exception: A nonprofit organization or coalition, collaborative, or association of nonprofit organizations and academic institutions that play a leadership role in a community's heat resilience efforts is eligible to apply so long as they can provide evidence of collaboration with local jurisdictions with policymaking authority. Letters of support are strongly encouraged.

[2] Refers to staff persons in full-time roles guaranteed by steady funding streams. A "non-durable" staff person would be a contract-employee, fixed-term fellow, or intern, among other positions.

Cohort Application Process

General Information

The application to participate in the Center for Heat Resilient Community's inaugural cohort will consist of a single application window with two required parts: the Application Form and the Community Worksheet.

The selection process is designed to facilitate the recruitment of a diverse sample of community types and heat resilience capacities. The Center's goal is to work with communities that demonstrate a lower level of heat readiness alongside communities with higher levels of heat readiness and community assets to make sure that Center deliverables work for ALL community types.

For the inaugural cohort, this scale will skew toward a greater number of communities with a higher level of engagement with heat to help build a stable base of support offerings. Communities that have not taken any heat-specific actions are still encouraged to apply if they can demonstrate their capacity to engage with Center programming through relationships and capacities established in other domains, such as responding to other environmental hazards like flooding or wildfire.

The most competitive applicants will be able to demonstrate the following criteria in their responses to the Application Form:

1) How participation would fit into their community's existing heat and general climate resilience efforts,
2) Their capacity to work collaboratively across organizational and sectoral boundaries, and
3) A clear commitment to investing in the communities and settings most impacted by heat.

These criteria correspond to the Center's goal of supporting evidence-based, whole-of-government approaches to addressing local, equity-centered heat resilience. See the 'Application Evaluation Criteria' section for more details on how these three criteria will be evaluated.

Based on the mix of applicants we receive, responses to the Community Worksheet will be used to select a diverse cohort from competitive applicants. See 'Community Worksheet Purpose & Cohort Selection' for more details.

The Application Form will be considered completed upon submission of the Google Form and the Community Worksheet will be considered completed once emailed to heat@ucla.edu and confirmation of the receipt has been received by the applicant.

Application Submission Period

Application Open
Applications will open Wednesday, November 20th, 2024.

Deadline
Applicants must submit the Application and Community Worksheet by 5:00 p.m. PST on Friday, January 24th, 2025.

Notification of Application Decision
Selected communities will be notified by Friday, February 14th, 2025.

Application Assistance

To support applicants, the Center for Heat Resilient Communities will host virtual application office hours, or 'workshops', where interested communities may come to ask application-specific and program-specific questions.

Attendees are asked to register for each workshop and submit a non-exhaustive list of questions to help Center Staff prepare and make these synchronous events more productive. Registration links will be available on our webpage on heat.gov.

The results of these workshops will be used to update a living FAQ's document, also to be made available on heat.gov.

See below for a list of application workshop dates and times (PST). If you cannot attend any of the following office hours events, please contact heat@ucla.edu.

Friday, November 22: 11-12:30pm

Tuesday, December 3: 12-1:30pm
Thursday, December 12: 3-4:30pm
Tuesday, December 17: 12:30 - 2pm

Thursday, January 9: 2-3:30pm
Monday, January 13: 1-2:30pm
Thursday, January 23: 11-12:30pm

Application Form Evaluation Criteria

A review panel process will be utilized to prioritize potential participants.

The inaugural cohort will test the robustness of Center offerings and offer recommendations for improvement through its diversity of community characteristics and levels of heat-readiness. Applicants will be expected to address the following criteria in their application form:

- **Criteria 1:** *What are your goals for participation as a Heat Resilient Community and how would participation fit into your community's existing heat and general climate resilience efforts?* Application Form questions: 19, 20, and 21.

  The Center's goal is to complement and advance community heat resilience efforts, not replace them. Communities will have existing engagements, commitments, and concerns. Center offerings will increase the capacity to plan for and implement these goals AND to help communities evaluate the efficacy of these goals. In some instances, however, existing organizational and staff commitments may not permit a community to participate fully in the cohort model.

  Communities will be evaluated based on their expressed capacity to engage with Center activities and possible synergies between existing heat-related efforts, commitments, and campaigns & Center offerings.

- **Criteria 2:** *Can you demonstrate how your community has worked together across organizations and scales to manage heat risks together? If not, can you provide other evidence that you can coordinate with other public entities and local non-governmental organizations to plan for heat from other initiatives?* Application Form questions: 13, 14, 15, 16, and 17.

  Heat governance encompasses responsibilities, policy settings, and jurisdictions that are usually held by one actor working in isolation. Experience shows that communities with strong coordination capacities can create more effective heat mitigation and management strategies. Participation with the Center for Heat Resilient Communities will require engagement with parties that may not typically work together. For example, does an applying planning department have relationships or otherwise engage the office of emergency management, public health officials, or non-profits in the environmental space through heat-related or non-heat-related work in their ongoing operations?

  For the inaugural cohort, communities are highly encouraged to begin building these partnerships before and during the application process. Prior establishment of these relationships will be given less weight in subsequent cohort years.

- **Criteria 3:** *Can you demonstrate a clear commitment to investing in the communities and settings most impacted by heat? How will you determine where need exists in your community and how will you focus your efforts geographically and sectorally through*

engagement with the Center for Heat Resilient Communities? Application Form questions: 11, 12, 17.

Building heat resilience in a way that centers equity and the reduction of risk for those most likely to be affected by chronic or extreme heat events requires engagement with impacted communities and the targeting of resources toward those communities. Building these relationships and conducting this engagement takes time and resources. Where and for whom heat risk poses a greater threat will vary from community to community and applicants will not be evaluated based on the use of particular policy tools or metrics.

Communities will be evaluated based on their capacity to engage impacted community members and groups and how they intend to incorporate insights into their heat resilience strategies. These capacities may be demonstrated through existing relationships, the results of previous engagement, or a clear goal for engaging local populations and localities with the greatest need.

Community Worksheet Purpose & Cohort Selection

The Community Worksheet draws from the work of our expert teams, activities contained within the Roadmap Workbook, and NOAA's 'A Maturity Model for Heat Governance' to non-exhaustively gauge a community's baseline heat governance capacities.

The results of each community's worksheet will be used to ensure diversity in the cohort. Please complete the Community Worksheet to the best of your abilities and please do not spend more than one hour researching and completing this item.

To facilitate a better sample of community types, stages of heat resilience building, and capacities to advance heat resilience, the Community Worksheet will cover:

1. A community's existing, ongoing, and planned heat resilience building actions.
2. A community's capacity to increase local heat resilience including institutional capacity, the strength of partnerships and networks, and community assets, both physical and technical.

Please see Appendix A for guidance on how to complete the Community Worksheet.

Appendix A: Community Worksheet

One of the key project goals of the Center for Heat Resilient Communities is to co-produce actionable tools and recommended policies to help diverse communities build resilience to heat. Engaged cohorts necessarily must be diverse in baseline capacities and existing heat actions.

The following walks an applicant through each section of the Community Worksheet including defining included terms, contextualizing items with Center goals, and further explaining how to select appropriate responses.

1. Completed Actions and Interests

This section will collect baseline information on what data, actions, and policies communities have already used / taken / adopted as well as collect additional contextualizing information on the qualities of these data, actions, and policies.

1.A Heat Data

This subsection asks applicants to identify the degree to which they have engaged with different data types.

Accessing and visualizing heat and impact data is important in the identification of locality-specific indicators for developing a problem definition and, eventually, goals with attached metrics to track progress.

Terms:

- **Hazard data**: refers to surface temperatures, air or wet bulb temperatures, radiant temperatures, or other metrics used to capture heat exposure.

- **Health impacts of heat**: refers to heat-health outcome data such as heat-related ambulance call-outs, heat-related injury or morbidity data, or data on excess heat illness during acute events.

- **Economic impacts of heat**: refers to the economic impacts of chronic and acute extreme heat events. Examples include lost productivity through indoor or outdoor exposure for workers, reduced lifespan of transportation infrastructure such as roads and energy infrastructure, and increased electricity costs associated with mechanical cooling. A community may also have quantified the impacts of excess health impacts from chronic or acute extreme heat events.

- **Social vulnerability**: refers to the demographic and socioeconomic factors (such as poverty, lack of access to transportation, and crowded housing) that adversely affect

communities that encounter hazards and other community-level stressors. Some tools may refer to exposure, sensitivity, or adaptive capacities.

- **Sociocultural impacts of heat**: refer to the disruption, loss, or alteration of community events or spaces, social infrastructure, and cultural practices that maintain local lifeways and social cohesion, an important indicator of resilience, in response to chronic or extreme heat.

  This can include, but is not limited to, heat-imposed barriers to safely attending cultural events or participating in cultural heritage practices; heat-imposed threats to keystone cultural heritage species or heat-imposed keystone cultural heritage species migrations; and heat-imposed disruptions to connections between place, practice, and identity that are communicated through oral histories of change and lived experience.

1.B Assessing Heat Actions

This subsection asks applicants to identify intervention strategies that they have already pursued or intend to pursue to mitigate or manage heat.

Hard interventions refer to the addition, subtraction, or alteration of vegetative or built materials that change the composition and/or configuration of urban morphology.

Soft interventions refer to programmatic or other actions aimed at addressing the cause and/or impacts of heat.

Terms:

Hard Interventions

- **Vegetative infrastructure**: Using vegetation and green space to reduce outdoor and indoor temperatures. Examples include green walls and roofs, provision of outdoor green spaces, and reduction of impervious surfaces (e.g. depaving).

- **Reflective (Cool) surfaces**: Horizontal and vertical surfaces that deliver higher reflectance and absorb lower amounts of solar radiation compared to conventional materials to reduce surface, air, and radiant temperatures i.e. high albedo surfaces.

- **Urban forestry**: The planting, maintenance, care, and protection of tree populations, such as shade trees, in urban settings. Urban forestry can be found in parks, gardens, landscaped boulevards, greenways, and street-side tree boxes.

- **Built shade**: Manufactured shade structure designed for pedestrian use, which can be either attached to a building or freestanding.

- **Heat resilient building codes**: The use of building codes to codify the above strategies

and others into new construction and remodeling subject to local land use policies.

- **Heat resilient landscape codes**: The use of land use codes to codify the above strategies and landscape design in new construction and remodeling subject to local land use policies.

- **Home retrofits / weatherization**: Provision encouraging or requiring new development and/or existing buildings to improve structural resilience to heat through weatherization projects.

Soft Interventions

- **Cooling centers**: Publicly available air-conditioned or otherwise mechanically cooled facilities that provide spaces for residents to cool off and find protection from heat on very hot days.

- **Indoor cooling subsidies**: Financial incentives to help residents and businesses acquire, maintain, or operate mechanical cooling systems such as air conditioning, heat pumps, or other technologies.

- **Public communication campaigns**: Information campaigns intended to inform the public of extreme heat events and protective actions for both chronic heat and extreme heat events.

1.C Assessing Heat Plans

This subsection asks applicants to indicate which authoritative plan types a community has adopted and whether each plan has heat-specific goals or non-heat-specific goals with heat-specific co-benefits. We only ask that you indicate whether or not these plans exist and whether they address heat.

*We do not expect applicants to exhaustively go through each listed plan type for heat-related material. Please indicate which plans you believe / know to reference heat and heat-related interventions.

2. Baseline Capacity

This section will assess a community's readiness to holistically respond to heat. Responses will be used to select a diverse cohort to test the robustness of Center activities and deliverables.

2.A Authority

This subsection is modeled after 'A Maturity Model for Heat Governance'. These questions are intended to capture the level of authority given to the applicant and its nominee(s) to enact and implement policies related to reducing heat burden and associated harms.

Please indicate both the applying organization and their nominee(s)' authority to address heat and its impacts according to the following options.

Explanation of selection options:

- **Has formal responsibility to manage heat as documented in an [1]adopted plan or [2]creation of a heat office or heat officer position**:
  [1]A heat action plan has designated me or my office as responsible for heat impacts or [2]my position or office was created specifically to address heat impacts

- **Has formal responsibility to manage climate risks as documented in an [1]adopted plan or [2]creation of a climate office or climate officer position**:
  [1]A climate action plan or similar has designated me or my office as responsible for climate impacts including heat or [2]my position or office was created specifically to address climate impacts including heat

- **Has staff / is a staff person with responsibility for heat resilience in job or role description**:
  "it's in my job title and/or job description"

- **Has an implicit or informal role in leading local heat risk reduction efforts**:
  "as a resilience/sustainability/emergency management organization or professional, it's in my portfolio"

- **Addresses heat on an ad-hoc basis as part of normal operations**:
  "when it comes across your desk" e.g. due to an acute extreme heat event or a specific community concern.

2.B Partnerships and Coordination

The purpose of this subsection is to map out existing relationships and opportunities for coordination with key community stakeholder types that may play a role in addressing heat resilience in any community. Please indicate the nature of your relationship with the listed organizations and organizational types. These need not be specific to any heat-specific efforts.

Explanation of key terms in selection options:

- **Institutionalized or funded relationship**: the relationship exists through a charter or legal contract. Examples include departments within the same jurisdiction and organizations with which you have open contracts to perform services or otherwise collaborate in some way.

- **Informal relationship**: the relationship exists through personal networks or shared

membership in a coalition or committee that is not funded or otherwise a formal responsibility of both parties under their charter. Examples include shared membership in advisory committees, boards, or working groups.

2.C Technical Capacity

This subsection is intended to gauge an applicant's access and training in the use of tools that enable accessing, visualizing, and modeling data.

This data will be used to select a diverse cohort and inform the training and modules developed to help participants identify key indicators and metrics as well as conduct benefit-cost analysis.

Terms:

- **Benefit-Cost Analysis**: the process of identifying, quantifying, and monetizing expected benefits and costs of investments, actions, or policies to determine which alternative yields the highest net benefits.

- **Geospatial Analysis**: the process of collecting, analyzing, and visualizing geographic or spatial data.

- **Human Subjects Research**: any research or clinical investigation that involves human subjects. The federal regulations define a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual; or (2) identifiable private information.

  Relevant examples of human subjects research include surveys, interviews, and focus groups.

Appendix B: Frequently Asked Questions

To be maintained and updated throughout the application cycle.

Eligibility

We want to apply as a coalition with adjacent jurisdictions to build heat resilience as a region. Are we eligible to apply?

Yes, coalitions of governments are eligible to apply. We ask that one organization complete the application and include the nominees (as applicable) from those jurisdictions that will be participating. Letters of support from non-lead-applicant organizations are encouraged.

I am applying as a representative of a department that will be leading our heat resilience efforts, but there are members of other departments who would like to participate. Can they?

Yes, inter-departmental collaboration is highly encouraged. Please include any representatives from other departments that will be a part of the primary team engaging with the Center in your list of nominees. Letters of support from non-lead departments are encouraged.

I am applying on behalf of a regional organization that contains multiple distinct jurisdictions. Is my organization eligible to apply on behalf of these nested jurisdictions?

Yes, regional governmental entities are eligible to apply. It is highly recommended that representatives of nested jurisdictions with policymaking authority be included in Center-related activities and letters of support are recommended.

The community for which I am applying has not yet taken any heat-specific actions. Can I still be a competitive applicant?

Communities will be evaluated holistically based on their ability to complete Center programming rather than exclusively on their level of heat-readiness and extent of prior heat-specific actions. Each cohort will intentionally be made up of communities at various stages of preparing for hotter temperatures and with varying levels of baseline capacity.

Communities that have not taken heat-specific actions are still encouraged to apply if they can demonstrate their capacity to engage with Center programming through relationships and capacities established in other domains, such as responding to other environmental hazards like flooding or wildfire.

Funding

We would like to apply but are worried about staff time. What resources are available to finance participation in the Center for Heat Resilient Communities?

Each community will receive $10,000 to use as they wish, including financing staff time. Since Center activities are designed to support rather than replace ongoing heat-resilience efforts, communities will also be able to "double-dip", completing Center activities while continuing their ongoing heat work.

What is a realistic lift expectation for participating communities and their lead representatives? How much time should we expect to dedicate weekly? Monthly? Will the workload be evenly spread throughout the year or come in spurts?

The estimated time commitment is 2-4 hours per week throughout the 1-year cohort model. Communities that have already conducted some proposed Center activities or otherwise intend to focus their efforts on specific pieces may find that the time commitment is variable throughout the program.

Synchronous whole-cohort webinars and other forms of engagement are intentionally kept to a minimum to allow flexibility in completing Center activities.

Conflicts with existing efforts

The community for which I am applying has already conducted extensive community-engaged heat planning and completed some of the steps in the Roadmap Workbook. In other words, we have existing commitments and community expectations. Will we have to redo this work?

Center activities are designed to support rather than replace ongoing heat-resilience efforts. Data and insights collected from previous work and engagement can be used to fill out Center worksheets and support tools. Though communities are highly encouraged to participate fully in all Center activities and the ability to do so is evaluated in the application process, participants may use this data to support their participation in Center activities rather than duplicating previous efforts.
Center-guided activities such as capacity assessments, benefit-cost analysis, and modeling may provide nuance to this previous work or otherwise provide contradictory data. However, all activities are voluntary and support tools are intended to give you the data needed to make informed, equity-centered decisions, rather than be prescriptive. Communities are under no obligation to take action on any insights gained through participation with the Center (though we certainly hope that you do!).

The community for which I am applying already has an adopted Heat Action Plan, or similar. What would we gain from participating in this program?

The Roadmap Workbook and other support tools offered by the Center for Heat Resilient Communities are distinct from and would complement a formally adopted plan. In addition to helping you refine the strategies within an existing plan, Center activities are intended to help you identify existing capacity gaps for implementation, the best locally-tailored indicators to track your progress, and identify the most feasible and cost-beneficial actions to take first to protect your communities from the impacts of extreme and/or chronic heat. A community may then decide to create and adopt its first Heat Action Plan or revise an existing plan.

In short, preparing for extreme and/or chronic heat does not stop with the adoption of a plan, and Center deliverables are designed to help participating communities wherever they are in the process of creating more heat-resilient communities.

NIHHIS HEAT.gov
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Center for Heat Resilient Communities

CENTER FOR HEAT RESILIENT COMMUNITIES

NIHHIS Centers of Excellence | Center for Collaborative Heat Monitoring
Center for Heat Resilient Communities



Notice of Application:

Translate Share

- The Application Form Preview.

To access application materials, see below:

- To access the **Application Form**, click here.
- To access the **Community Worksheet**, click here.

Updates on the application process will be made available on this webpage throughout the application window.

Please contact heat@ucla.edu for inquiries not covered in the Application Supplement.

We look forward to reading your application!

Open Q&A Sessions:

To sign up for open Q+A sessions with the Center staff, use the links below (all times Pacific Time):

- Workshop 1, November 22: 11 - 12:30pm PT. Sign up here.
- Workshop 2, December 3: 12 - 1:30pm PT. Sign up here.
- Workshop 3, December 12: 3 - 4:30pm PT. Sign up here.
- Workshop 4, December 17: 12:30 - 2pm PT. Sign up here.
- Workshop 5, January 9: 2 - 3:30pm PT. Sign up here.
- Workshop 6, January 13: 1-2:30pm PT. Sign up here.
- Workshop 7, January 23: 11-12:30pm PT. Sign up here.



Register for the NIHHIS Centers of Excellence Informational Webinar

Date: November 21st, 2024

Time: 4:00 PM ET-5:00 PM ET

Virtual

Register for the Webinar

About the Center for Heat Resilient Communities

The Center for Heat Resilient Communities supports communities in determining the best locally-tailored strategies to advance heat resilience that are “shovel-ready” for investment. This first-of-its-kind opportunity will directly fund and support communities and tribal entities across the U.S. and internationally utilizing novel and complementary decision support tools to create a roadmap for equitable community heat resilience. The Center brings together teams of experts and over 50 cross-sector partners including scholar specialists, chief heat and resilience officers, municipal climate and sustainability networks, national and international advocacy groups, private climate services providers, and more.

shares the Federal Government's vision for a "Nation of Heat Resilient Communities" and will work with communities across the nation to ensure that the tools necessary to become heat resilient — protecting people's health and well-being where they live, learn, work, and play — are available for all.

To fulfill this vision, the central objectives of the Center are to:

1. Develop a comprehensive Heat Resilient Communities Workbook
2. Enable the development of locally tailored heat-action blueprints in at least 30 communities in the U.S. and beyond
3. Recommend actionable strategies for NOAA, NIHHIS, and federal partners to prioritize and coordinate investments in communities.

Principal investigators for the project include:

- **Dr. V. Kelly Turner**, Associate Director, UCLA Luskin Center for Innovation, University of California, Los Angeles (Lead Principal Investigator)
- **Dr. Ladd Keith**, Assistant Professor of Planning and Sustainable Built Environments, University of Arizona (Principal Investigator)
- **Dr. Sara Meerow**, Associate Professor in the School of Geographical Sciences and Urban Planning, Arizona State University (Principal Investigator)

The collection of "The Center for Heat Resilient Communities" information is authorized under the OMB Control Number 0648-0828 included in the Paperwork Reduction Act and Privacy Act statements.

Visit this page and subscribe to the Heat Beat Newsletter for updates on the Center and the application. Questions can be sent to heat@ucla.edu and nihhis@noaa.gov.

Center for Heat Resilient Communities Staff

Principal Investigators

Center Staff

NIHHIS HEAT.gov
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Contact

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Silver Spring, MD 20910

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FOR APPLICANTS: See Appendix A of the Application Supplement for guidance on how to complete this worksheet, include definitions for key terms.

The following questions are intended to capture your community's existing heat actions,

Please indicate what types of data you have access to and whether they are used in planning / de

Data Type	High Engagement	
	We use this data in decisionmaking processes.	We have visualized this data and have shared it with the public.
Recent heat hazard data	FALSE	FALSE
Historical heat hazard data	FALSE	FALSE
Projected heat hazard data	FALSE	FALSE
Health impacts of heat	FALSE	FALSE
Economic impacts of heat	FALSE	FALSE
Social vulnerability	FALSE	FALSE
Sociocultural impacts of heat	FALSE	FALSE
Other:	FALSE	FALSE
Other:	FALSE	FALSE

Please indicate the status of your community's engagement with each of the following interventio

Intervention Strategy	High Engagement	
	We are implementing and making progress with robust policies / plans / programs.	We are setting stated, measurable goals for future implementation.
Vegetative infrastructure	FALSE	FALSE
Reflective (cool) surfaces	FALSE	FALSE
Urban forestry	FALSE	FALSE
Built shade	FALSE	FALSE
Heat resilient building codes	FALSE	FALSE
Heat resilient landscape codes	FALSE	FALSE
Home retrofits / weatherization	FALSE	FALSE
Other:	FALSE	FALSE
Other:	FALSE	FALSE
Cooling centers	FALSE	FALSE
Indoor cooling subsidies	FALSE	FALSE
Public communication	FALSE	FALSE
Other:	FALSE	FALSE
Other:	FALSE	FALSE

Please indicate whether your community has completed or is currently creating a Heat Action Pla

Heat Action Plan	Plan is in progress	Have an adopted plan

Does the community for which you are applying have a heat action plan?	FALSE	FALSE

The following questions are intended to gauge your community's capacity to engage wit

Please indicate the level of authority granted to the applying organization and/or its nominee(s) to

Party	High Authority	
	Has formal responsibility to manage heat as documented in an adopted plan or creation of a heat office or officer position	Has formal responsibility to manage climate risks as documented in an adopted plan or creation of a climate / resilience office or position
Applying organization(s)	FALSE	FALSE
Nominee(s)	FALSE	FALSE

Please indicate whether you maintain relationships with the following groups. These relationships

Organization / Organization Type	High Engagement	
	I represent this institution.	Institionalized or funded relationship.
City Manager's Office	FALSE	FALSE
Office of Resilience,	FALSE	FALSE
Planning Department	FALSE	FALSE
Department of Health and	FALSE	FALSE
Office of Emergency	FALSE	FALSE
Fire Departments	FALSE	FALSE
School Districts	FALSE	FALSE
GIS Department or Responsible	FALSE	FALSE
Tribal / Territorial governments	FALSE	FALSE
Military Base	FALSE	FALSE
Other:	FALSE	FALSE
Other:	FALSE	FALSE
Community Based	FALSE	FALSE
Non-profit Organizations	FALSE	FALSE
Neighborhood Assoc. or	FALSE	FALSE
Ministries and Religious Groups	FALSE	FALSE
Academic Researchers	FALSE	FALSE
National Labs	FALSE	FALSE
Private Consultants	FALSE	FALSE
Other:	FALSE	FALSE
Other:	FALSE	FALSE

Please indicate if your institution's nominee(s) have experience with the following skills. These wi

Technical Skill / Competency	High Skill	
	Nominee(s) have certifications or significant project experience in this discipline	Other staff/departments have certifications or significant project experience in this discipline
Benefit-Cost Analysis	FALSE	FALSE
Geospatial Analysis	FALSE	FALSE
Human Subjects Research	FALSE	FALSE

Please indicate whether your insitution maintains access to the following programs and tools. Ad

Software / Tool / Equipment	High Access
	We maintain access to this tool and know how to use it.
ArcGIS Online	FALSE
ArcGIS Pro	FALSE
QGIS	FALSE
EnviMet	FALSE
SOLWEIG	FALSE
Surface Temperature Sensors	FALSE
Air Temperature Sensors	FALSE
Radiation Sensors (e.g. an	FALSE
Other:	FALSE
Other:	FALSE

Community Worksheet

1. Completed Heat Actions and Interests

, intentions, and stretch goals should capacity be increased. Communities will not be sc

1.A Heat Data

ecisionmaking processes. Please utilize the 'other' option if there are data you are using or are in

Medium Engagement		Low Enga
We have visualized this data using graphs, charts, or other tools.		We know how to access this data, but have not used it.
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE

1.B Assessing Heat Actions

ns. Hard interventions refer to the addition, subtraction, or alteration of vegetative or built materia

Medium Engagement		Low Enga
We are taking some action, though not presently robust.	We are interested, and have not yet taken action but plan to.	Interested, just not presently planning to take action.
Hard Interventions		
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
Soft Interventions		
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE

1.C Assessing Heat Plans

ın. Please indicate whether any adopted plans address heat to your knowledge.

Other Plan Types		We have an adopted plan that addresses heat
Please indicate whether you believe any of the following	General or Comprehensive Plan	FALSE
	Hazard Mitigation Plan	FALSE

plans adopted in your community address heat. You can use the write-in option (blank cells) for plans not listed.	Climate Action / Adaptation / Resilience Plan	FALSE
	Sustainability Plan	FALSE
	Emergency Management Plan	FALSE

2. Baseline Capacity

th the activities contained within the Roadmap Workbook.Communities will not be score

2.A Authority

manage heat risks.

Medium Authority		Low Au
Has staff / is a staff person with responsibility for heat resilience in job or role description.		Has implicit or informal role in leading local heat risk reduction efforts
FALSE		FALSE
FALSE		FALSE

2.B Partnerships and Coordination

need not be specific to heat governance. These represent a sample of organizations and institu

Medium Engagement		Low Enga
Informal relationship		This instution does not exist in the community for which I am applying
Government		
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
Non-governmental Partners		
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE
FALSE		FALSE

2.C Technical Capacity

Skills / Competencies

ll be used to refine support tools to meet the technical capacities of participants. You will not be

Medium Skill		Low
Nominee(s) have some training or experience	We have a partnership or contract with another party that performs the activity when needed	Nominee(s) have no experience
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE

Equipment Access

ditionally, please indicate whether your institution's nominee(s) have experience with the program

Medium Access		Low A
We maintain access to this tool, but do not know how to use it.	We have a partnership or contract with a party that uses this tool for us.	We do not have access to this tool.
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE

ored according to evidence of more advanced heat	
terested in using that is not listed.	
agement	
We do not know how to access this data.	I don't know.
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
als that change the composition and/or configuration of urban	
agement	
Not very relevant to our community needs at the moment.	I don't know.
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE

	We have an adopted plan that addresses heat
Transportation / Active Transportation Plan	FALSE
Urban Forestry or Urban Greening Plan	FALSE

[Write in]	FALSE
[Write in]	FALSE
[Write in]	FALSE

ed according to evidence of greater capacity in any one

uthority	
Addresses heat on an ad-hoc basis as part of normal operations	I don't know.
FALSE	FALSE
FALSE	FALSE

tions that may have an important role to play in holistic and

agement	
No existing relationship.	I don't know.
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
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FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE
FALSE	FALSE

scored for selection purposes based on these answers.

Skill	I don't know.
	FALSE
	FALSE
	FALSE

n. Please utilize the 'other' option if there are tools your are

ccess	I don't know.
	FALSE
	FALSE
	FALSE
	FALSE
	FALSE
	FALSE
	FALSE
	FALSE
	FALSE
	FALSE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-316- Approving the application for the Center for Collaborative Heat Monitoring Grant offered by the National Integrated Heat Health Information System Center for the amount of $10,000, authorize the Mayor to accept the grant, 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. R24-316.

Explanation of Request:

The Center for Collaborative Heat Monitoring (CCHM) provides communities with technical and stipend support for the co-development of a community-based heat data collection campaign. The CCHM works directly with communities to co-create a heat data collection project tailored to community priorities. The CCHM has been working with NOAA and NIHHIS to map urban heat islands in over 80 U.S. and international communities. The CCHM will prioritize applications from communities that have experienced historical patterns of discrimination, underinvestment, and disenfranchisement and have limited resources to conduct heat monitoring on their own.

On November 1, 2024, NIHHS announced that the Center for Collaborative Heat Monitoring opened applications for communities across the U.S. to receive support in developing Heat Resilience Roadmaps. Selected communities will receive $10,000 and technical assistance to help them determine and communicate the impacts of extreme heat in their communities, assess their capacity to respond, and design a locally tailored blueprint for heat resilience.

The Utilities Department is applying for the Center for Collaborative Heat Monitoring Grant, which will provide funds to help communities with their heat resilience initiatives. The application is due on January 17, 2025. At this moment we are working on the application narrative and we do not have the application completed. The application is due in January and because of the turnaround, staff is requesting approval to apply without the complete narrative.

How will this affect city programs or services?

The City of Boynton Beach is committed to the well-being and protection of its residents, finds

it imperative to apply for this cohort to supplement the urban tree canopy assessment and heat studies that are planned for FY25 and FY26. The project will play a key role in the community's future resilience. Communities selected for funding will work closely with one of the CCHM's four regional hubs to build capacity for heat data collection, analysis, and modeling. These strategies will help protect communities from harmful heat impacts, such as heat-related deaths and infrastructure damage. Additionally, this opportunity provides the City with an opportunity to partner with the community and local community based organizations using a citizens science format.

Fiscal Impact:

The Center for Collaborative Heat Monitoring Grant offered by the National Integrated Heat Health Information System Center is expected to fund $10,000 for the total project.

Attachments:
R24-316 Agenda_Item_2477-2023_Resolution_for_National_Integrated_Heat_Health_Info._System_for_data_collection.doc
Attachment 1 - CCHM Application 2025.docx
Attachment 2 - Center for Collaborative Heat Monitoring Grant.pdf

RESOLUTION NO. R24-316

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY OF BOYNTON BEACH TO APPLY FOR THE CENTER FOR COLLABORATIVE HEAT MONITORING GRANT OFFERED BY THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND BY THE NATIONAL INTEGRATED HEAT HEALTH INFORMATION SYSTEM CENTER IN THE AMOUNT OF $10,000 TO ASSIST WITH THE COLLECTION, ANALYSIS, AND MODELING OF HEAT DATA; AUTHORIZING THE MAYOR, IF AWARDED, TO ACCEPT THE GRANT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Center for Collaborative Heat Monitoring ("CCHM") supports communities with technical and stipend support for the development of a community-based heat data collection campaign; and

WHEREAS, CCHM works directly with communities to create a heat data collection project tailored to community priorities, working with the National Oceanic and Atmospheric Administration ("NOAA") and the National Integrated Heat Health Information Systems ("NIHHS") to map urban heat islands in over eighty United States and international communities; and

WHEREAS, on November 1, 2024, NIHHS announced that CCHM opened applications for communities across the United States to obtain support to develop Heat Resilience Roadmaps, prioritizing applications from communities that have experienced historical patterns of discrimination, underinvestment, and disenfranchisement, in order to assist such communities in conducting their own heat monitoring, and in providing funding and technical assistance to help determine and communicate the impacts of extreme heat in their communities, assess their capacity to respond, and design a locally tailored blueprint for heat resilience; and

WHEREAS, the City intends to use the funds to supplement the City's urban tree canopy assessment and heat studies planned for Fiscal Years 2025 and 2026, and to work closely with one of CCHM's four regional hubs to build capacity for heat data collection,

analysis, and modeling, in order to help protect the community from harmful heat impacts, including heat-related deaths and infrastructure damage; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City to apply to the CCHM program to supplement the urban tree canopy assessment and heat studies that are planned for Fiscal Years 2025 and 2026, and work closely with one of CCHM's four regional hubs to build capacity for heat data collection, analysis, and modeling; authorize the Mayor to execute the application, and if awarded, the grant agreement, subject to review for legal sufficiency by the office of the City Attorney; authorize the City Manager to take all administrative and budgetary actions necessary to implement the grant; and authorize the Mayor to execute any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

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 approves the grant application for the CCHM program to supplement the urban tree canopy assessment and heat studies that are planned for Fiscal Years 2025 and 2026, authorizes the Mayor to execute the application, and if awarded, the grant agreement, subject to review for legal sufficiency by the office of the City Attorney; authorizes the City Manager to take all administrative and budgetary actions necessary to implement the grant; and authorizes the Mayor to execute any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

SECTION 3. 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

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Center for Collaborative Heat Monitoring (CCHM)Application 2025

Community Science Partners

If you are a community in the United States that is affected by extreme heat, we invite you to apply to become a Community Science Partner with the Center for Collaborative Heat Monitoring (CCHM). The CCHM directly supports communities through a co-developed community science project, training, and a $10,000 stipend, for up to 10 communities per year.

Your responses to the following questions will help us understand more about how your community could benefit from working with the CCHM. **Applications are due by 11:59 PM EST (UTC -5:00) on Friday, January 17, 2025.** We intend to notify accepted communities by early spring 2025.

For additional information on how your application will be evaluated, please follow this link or view the application instructions.

Before beginning the application, we strongly encourage you to review the information about the expectations for partner organizations and lead organizers.

We expect that it may take up to two (2) hours to complete this application. We encourage you to work in a Word document and paste your answers into these fields to avoid losing your work.

You are encouraged to fill out the application in the language you are most comfortable with (English or Spanish).

(OMB Control Number: 0648-0828, Expiration Date: 9/30/27)

Please enter the name of your organization. /
City of Boynton Beach

Please enter your lead organizer's first (or given) name. /
Ty

Please enter your lead organizer's last (or family) name. /
Penserga

Please enter a phone number where we can reach your lead organizer. /
561-742-60-10

Please enter your email address. /
cromptonm@bbfl.us

Describe the location where this project will take place. (e.g. city, state, territory, Tribal community, watershed, census tracts, or another way that best describes the geographic area covered by the project, in no more than 1 sentence)

Tell us about how heat impacts your community. What are some questions, concerns, or challenges related to heat that could be addressed by collecting data with the CCHM? What do you hope to learn and share about heat through a community science project? (2-4 paragraphs)

Tell us about the area(s) of focus for your organization and any previous work you have done with this community.

What are some examples of other work you have done in this community that you thought was successful? (1-2 paragraphs) *

Tell us more about who will be involved in this project, and how they will support your heat monitoring campaign.

If you have a small team, describe the people who will be involved and their expected roles. If you work with other groups, agencies, or organizations, describe the nature of the collaboration. If there are new connections that you are hoping to make through this campaign, describe those groups. (1-2 paragraphs)

Tell us about your goals for a CCHM heat data collection project. We recognize that your goals may change. Right now, how do you think you would use the data to improve community resilience to extreme heat? How do you expect to use the data 5 or 10 years from now? (2-3 paragraphs)

Community Science Stipend

We are excited to offer communities a $10,000 stipend for participation in CCHM community science work, and we are giving communities flexibility in how that money is spent (within typical

limits for the use of federal funds). We are interested in generally how you plan to use the funds to support your proposed project.

If you expect to offer in-kind contributions or support, or have other sources of funding or cost-sharing, include that information here.

How do you plan to use the Community Science Stipend? (1-2 paragraphs)

Heat Campaign Preferences (Optional)

The final set of questions will ask you about your preferences and general ideas for what type of campaign you are interested in. Your answers to these questions will not be a deciding factor in your application, but can help us better understand your priorities and needs at the time of application.

If you are genuinely not sure about what type of heat data would best serve your community's needs, it is okay to answer "Not Sure" to all of these questions.

What is the approximate size (in square miles) or scale (number of locations) your project would cover?

Would you prefer to collect data on indoor heat or outdoor heat? /

- ☐ Indoor
- ☐ Outdoor
- ☐ Not sure
- ☐ Other:

There are many different ways to collect data on heat. Which of the following types of data are you MOST interested in at this time?

☐ Ambient heat

☐ Air quality

☐ Not sure

☐ Other:

Would you rather have a longer campaign over a smaller area, or a shorter (e.g. one day) campaign that covers a larger area?

☐ Longer time frame, smaller area

☐ Shorter timeframe, larger area

☐ Not sure

☐ Other:

Paperwork Reduction Act and Privacy Act Notices

The collection of Heat Mapping information is authorized under the OMB Control Number included in the Citizen Science & Crowdsourcing Information Collection page.

PRA Burden Statement:

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with an information collection subject to the requirements of the Paperwork Reduction Act of 1995 unless the information collection has a currently valid OMB Control Number. The approved OMB Control Number for the Citizen Science & Crowdsourcing information collection is 0648-0828. Without this approval, we could not conduct these information collections. NOAA recognizes that the PRA does apply to its Citizen Science & Crowdsourcing information collections and OMB approval is pending. In the interim, OMB is permitting NOAA to conduct those collections. Public reporting for these

information collections is estimated to be between one minute and 8 hours per response depending on the
project, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. All responses to this information collection are voluntary. Send comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing this burden to the NOAA Citizen Science Office at citizenscience@noaa.gov.

Privacy Act Statement:

Authority: The collection of this information is authorized under 5 U.S.C. § 301, Departmental regulations which authorizes the operations of an executive agency, including the creation, custodianship, maintenance and distribution of records, and 15 U.S.C. 1512, Powers and duties of the Department.

Purpose: NOAA is collecting this information to help meet its mission to understand and predict changes in climate, weather, ocean, and coasts, to share that knowledge and information with others, and to conserve and manage coastal and marine ecosystems and resources. NOAA collects limited information, such as name, address, phone number, or email address for a variety of purposes. This information will be used to respond to user inquiries or provide services requested by the user.

Routine Uses: Disclosure of this information is permitted under the Privacy Act of 1974 (5 U.S.C. Section 552a) to be shared among Department staff for work-related purposes. Disclosure of this information is also subject to all of the published routine uses as identified in the Privacy Act System of Records Notice COMMERCE/NOAA-11, Contact Information for Members of the Public Requesting or Providing Information Related to NOAA's Mission, and COMMERCE/DEPT-23, Information Collected Electronically in Connection with Department of Commerce Activities, Events, and Programs.

Disclosure: Furnishing this information is voluntary. By providing this information, you are consenting to the use of that information only for the purpose for which it is submitted.

CENTER FOR COLLABORATIVE HEAT MONITORING

A NIHHIS CENTER OF EXCELLENCE



We work with communities to learn how heat is affecting them right now.

Apply for Funding →

What does the CCHM do?

The CCHM supports communities who want to better understand the local impacts of extreme heat and heat exposure through community science heat data collection projects. The CCHM will work with communities to co-create a heat monitoring project that meets their needs, and provide stipends, training, and technical support from our partners. Follow this link to learn more.

Why should communities work with the CCHM?

By working with the CCHM, communities will be equal partners in a participatory, collaborative process that centers community concerns and priorities. We know that communities are the experts in their own lived experience. The CCHM can provide the technical, scientific, and financial support for starting up a new participatory monitoring project.

How does the CCHM relate to other federal efforts to address extreme heat?

The Center for Collaborative Heat Monitoring and the Center for Heat Resilient Communities are the inaugural NIHHIS Centers of Excellence to support community heat resilience through participatory science in communities that have been marginalized by underinvestment and overburdened by pollution.

The Center for Collaborative Heat Monitoring builds on eight years of NIHHIS efforts to map urban heat islands in over 80 U.S. and international communities.

How you measure matters.

Heat doesn't impact everyone in the same way, so one way of collecting heat data won't work for everyone. We believe that projects designed with community in mind, where the data collected with and by people who are connected to the place being studied, on terms set by the community, ultimately leads to better science and more actionable outcomes.

Learn More





MUSEUM of LIFE + SCIENCE

ARIZONA SCIENCE CENTER
Never stop wondering.
Never stop imagining.™

CCHM
A NIHHIS CENTER OF EXCELLENCE


Museum of Science


OMSI


UTAH STATE UNIVERSITY
RESEARCH
SERVICE
TEACHING
1888


CAPA
strategies


NORTH CAROLINA
CLIMATEOFFICE

The Center for Collaborative Heat Monitoring is a NIHHIS Center of Excellence to promote community heat resilience. Funding for the NIHHIS Centers of Excellence is made available through funds appropriated to the National Oceanic and Atmospheric Administration (NOAA) by the Inflation Reduction Act.

El Center for Collaborative Heat Monitoring es un Centro de Excelencia del NIHHIS a promover la resiliencia comunitaria frente al calor. La financiación para los Centros de Excelencia del NIHHIS se obtiene a través de fondos asignados a la National Oceanic and Atmospheric Administration (NOAA) por la Ley de Reducción de la Inflación.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-317- Approve the Limited Term Extension Amendment to the Agreement between the City of Boynton Beach and Martin Fence Co. for New Fencing, Repairs, and Gate Operators, and approve the Limited Term Extension Amendment to the Agreement between the City of Boynton Beach and Alpha Fence for New Fencing, Repairs, and Gate Operators.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-317.

Explanation of Request: On November 5, 2019, the City Commission awarded Bid No. 001-2511-20/EM New Fencing and Gate Operators to Martin Fence and Alpha Fence. The Agreement and all renewal options expired on November 4, 2024. City staff is requesting to retroactively extend the Term of the current agreements on a limited basis to ensure the City has adequate fencing repairs and gate operators in place for the City's building, parks and grounds, and facilities locations and to provide time for the issuance of a competitive solicitation for a new contract. The Term of the Limited Term Extension is on a month-to-month basis, for an additional (180) calendar days expiring upon April 30, 2025, or execution of a new contract.

With a not-to-exceed expenditure of $150,000.

How will this affect city programs or services? Ensure continuity for new fencing, repairs, and gates operators.

Fiscal Impact: This is a budgeted item.

Attachments:
R24-317 Agenda_Item_2479-2023_Resolution_for_Martin_Fence_and_Alpha_Fence.docx
Exhibit A to Resolution - Martin Fence - NewFencingRepairsGate Operators-Limited Term Extension - vendor signed
Contract Ext Interest Letter-New Fencing Repair Gate Operations -Martin Fence Nov 2024-April 2025
Renewal Interest Letter-New Fencing Repair Gate Operations-Martinfenceco 23-24 Signed.pdf
Exhibit B to Resolution - Alpha Fence - NewFencingRepairsGateOperators-Limited Term Extension - vendor signed.pdf
Contract Ext Interest Letter -New Fencing Repair Gate Operations -AlphaFence Nov 2024-April 2025.pdf

Renewal Interest Letter - New Fencing Repair Gate Operations - AlphaFence 23-24 Signed.pdf

RESOLUTION NO. R24-317

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A LIMITED TERM EXTENSION AMENDMENT TO AGREEMENT WITH MARTIN FENCE CO. AND WITH ALPHA FENCE FOR NEW FENCING, REPAIRS, AND GATE OPERATORS BID NO. 001251120/EM; AND PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 5, 2019, the City of Boynton Beach and Martin Fence entered into an Agreement with Renewal Options which outlined the scope of services, fees, and payments for new fencing, repairs, and gate operators; and

WHEREAS, on November 5, 2019, the City of Boynton Beach and Alpha Fence entered into an Agreement with Renewal Options which outlined the scope of services, fees, and payments for new fencing, repairs, and gate operators; and

WHEREAS, the Agreements with Martin Fence Co. and with Alpha Fence expired on November 4, 2024; and

WHEREAS, there is a need for adequate fencing repairs and gate operators for the City's buildings, parks and grounds, and facilities locations, and therefore, it is necessary to execute a limited-term contract extension to provide the necessary expenditures and payments to Martin Fence Co. and to Alpha Fence; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve and authorize the Mayor to sign a limited-term contract extension to provide continuity of service for new fencing, repairs, and gate operators by Martin Fence Co. and by Alpha Fencing, on a month-to-month basis, for an additional one-hundred and eighty calendar days expiring on April 30, 2025, or by execution of further contracts.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to execute the Limited Term Contract Extension with Martin Fence Co., a copy of which is attached hereto as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to execute the Limited Term Contract Extension with Alpha Fence, a copy of which is attached hereto as Exhibit B.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendments. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Limited Term Contract Extensions with Martin Fence Co. and with Alpha Fence as a public record of the City.

SECTION 6. This Resolution shall take effect immediately.

[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

LIMITED TERM EXTENSION AMENDMENT TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MARTIN FENCE CO. FOR NEW FENCING, REPAIRS, AND GATE OPERATORS

BID NO. 001-2511-20/EM

This Limited Term Extension Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Martin Fence Co., a Florida corporation ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into Contract No. 001-2511-20/EM (the "Agreement") for New Fencing, Repairs, and Gate Operators.

B. The current term of the Agreement expired on November 4, 2024, and all renewal options for the Agreement between the City and Vendor have been exercised.

C. The City is issuing a procurement solicitation to select a vendor and desires to extend the Term of the Agreement on a limited basis to ensure the City has adequate services for New Fencing, Repairs, and Gate Operators and to provide time for the issuance of a competitive solicitation for a new contract.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Term of the Agreement is hereby extended on a month-to-month basis for an additional one hundred eighty (180) calendar days, expiring upon the earlier of April 30, 2025, or execution of a contract under the City's procurement solicitation.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject

matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(b) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

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

(d) Anti-Human Trafficking. On or before the Effective Date of this Amendment, 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.

7. The effective date of this Amendment shall be retroactive to November 4, 2024, regardless of the later date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

_____ day of _____, 2024

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

MARTIN FENCE CO.

By_____
Authorized Signer

ROBERT L. GREENE, PRES.
Print Name and Title

25 day of Nov., 2024

SRW
7.2.24

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 No: (561) 742-6310

October 25, 2024

BID: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: 001-2511-20/EM

Agreement between the City of Boynton Beach and Martin Fence Co.

AGREEMENT RENEWAL TERM: ***NOVEMBER 5, 2024 – APRIL 30, 2025***

✓ Yes, I agree to extend the existing agreement under the same terms, conditions, and pricing on a not to exceed (180) calendar days on a month-to-month basis or until the City issues a new award/contract whichever comes first.

_____ No, I do to extend the contract term for the following reason(s) _____

MARTIN FENCE CO.
MARTIN FENCE CO
NAME OF COMPANY

SIGNATURE

ROBERT L GREENE
NAME OF REPRESENTATIVE
(please print)

PRESIDENT
TITLE

10/28/2024
DATE

877 777 3212
(AREA CODE) TELEPHONE NUMBER

RGREENE@MARTINFENCE.COM
E-MAIL

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
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✓ Yes, I agree to extend the existing agreement under the same terms, conditions, and pricing on a not to exceed (180) calendar days on a month-to-month basis or until the City issues a new award/contract whichever comes first.

_____ No, I do to extend the contract term for the following reason(s) _____

MARTIN FENCE CO.

MARTIN FENCE CO
NAME OF COMPANY

SIGNATURE

ROBERT L GREENE
NAME OF REPRESENTATIVE
(please print)

PRESIDENT
TITLE

10/28/2024
DATE

877 777 3212
(AREA CODE) TELEPHONE NUMBER

RGREENE@MARTINFENCE.COM
E-MAIL

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 No: (561) 742-6310

October 16, 2023

BID: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: 001-2511-20/EM

Agreement between the City of Boynton Beach and Martin Fence Co.

AGREEMENT RENEWAL TERM: ***NOVEMBER 5, 2023 – NOVEMBER 4, 2024***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

MARTIN FENCE CO.

NAME OF COMPANY

SIGNATURE

Robert L. Greene

NAME OF REPRESENTATIVE
(please print)

President

TITLE

10-16-23

DATE

561-848-2688

(AREA CODE) TELEPHONE NUMBER

RGreene@martinfence.com

rgre

E-MAIL

LIMITED TERM EXTENSION AMENDMENT TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ALPHA FENCE FOR NEW FENCING, REPAIRS, AND GATE OPERATORS

BID NO. 001-2511-20/EM

This Limited Term Extension Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Alpha Fence, a Florida corporation ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into Contract No. 001-2511-20/EM (the "Agreement") for New Fencing, Repairs, and Gate Operators.

B. The current term of the Agreement expired on November 4, 2024 and all renewal options for the Agreement between the City and Vendor have been exercised.

C. The City is issuing a procurement solicitation to select a vendor and desires to extend the Term of the Agreement on a limited basis to ensure the City has adequate services for New Fencing, Repairs, and Gate Operators and to provide time for the issuance of a competitive solicitation for a new contract.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Term of the Agreement is hereby extended on a month-to-month basis for an additional one hundred eighty (180) calendar days, expiring upon the earlier of April 30, 2025, or execution of a contract under the City's procurement solicitation.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject

matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(b) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

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

(d) Anti-Human Trafficking. On or before the Effective Date of this Amendment, 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.

7. The effective date of this Amendment shall be retroactive to November 4, 2024, regardless of the later date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2024

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

ALPHA FENCE

By_____
Authorized Signer

Nicholas Doup - owner
Print Name and Title

25 day of November, 2024

SRW
7.2.24

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 No: (561) 742-6310

October 25, 2024

BID: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: 001-2511-20/EM

Agreement between the City of Boynton Beach and ALPHA FENCE.

EXTENDED AGREEMENT TERM: ***NOVEMBER 5, 2024 – APRIL 30, 2025***

X Yes, I agree to extend the existing agreement under the same terms, conditions, and pricing on an not to exceed (180) calendar days on a month-to-month basis or until the City issues a new award/contract whichever comes first.

____ No, I do not wish to extend the contract term for the following reason(s)_____

ALPHA FENCE
NAME OF COMPANY

SIGNATURE

Nicholas Doup
NAME OF REPRESENTATIVE
(please print)

Owner - President
TITLE

Oct 28 2024
DATE

561-738-9966
(AREA CODE) TELEPHONE NUMBER

Permits@alpha-fence
E-MAIL

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 No: (561) 742-6310

October 16, 2023

Alpha Fence
Attn: Nicholas J. Doup
555 West Ocean Avenue
Boynton Beach, FL 33426

VIA EMAIL TRANSMITTAL TO: admin@alph-fence.com

BID.: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: No. 001-2511-20/EM

CURRENT BID TERM: *NOVEMBER 5, 2022 – NOVEMBER 4, 2023*

Dear Mr. Doup:

The current bid term for "NEW FENCING, REPAIRS, AND GATE OPERATORS" expires November 4, 2023.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 3rd renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

tp

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 No: (561) 742-6310

October 16, 2023

BID: NEW FENCING, REPAIRS, AND GATE OPERATORS

BID No.: 001-2511-20/EM

Agreement between the City of Boynton Beach and ALPHA FENCE.

AGREEMENT RENEWAL TERM: ***NOVEMBER 5, 2023 – NOVEMBER 4, 2024***

____ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

ALPHA FENCE

NAME OF COMPANY

SIGNATURE

Nicholas Doup

NAME OF REPRESENTATIVE (please print)

President

TITLE

10/16/23

DATE

561-738-9966

(AREA CODE) TELEPHONE NUMBER

admin@alpha-fence.com

E-MAIL

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-318- Approving a limited term extension to the current agreement for Beck's Towing & Recovery, Inc. for towing, recovery, & storage services.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-318.

Explanation of Request:

The existing contract between the Police Department and Beck's Towing & Recovery, Inc. expires on December 14, 2024. The Police Department requests a limited term extension to allow for the current RFP process to take place (RFP PD25-015). The limited term extension for towing and recovery services will continue through March 11, 2025, and then may be extended on a month-to-month basis for an additional 3-months, provided that the limited term extension will expire upon award and execution of a new agreement under the City's procurement process. If Beck's is awarded and enters into a new contract under the City's procurement process, the entire agreement shall terminate, and the parties shall operate under a new agreement. If Beck's is not awarded a contract under the City's procurement process, Beck's shall continue to provide storage for vehicles towed during the extension term at a rate not to exceed $3,000 a month through December 31, 2025.

This extension ensures that towing and recovery services will not be disrupted while the new bid is being evaluated.

How will this affect city programs or services? This request will avoid any potential gaps in services while still allowing the RFP process to proceed and providing a financial limit on potential costs should Beck’s Towing not retain the contract.

Fiscal Impact: If Beck's Towing & Recovery is not selected as a vendor, Beck's will continue to provide storage services for previously towed vehicles, at a rate not to exceed $3,000 a month, which will be paid through December 31, 2025.

Attachments:
R24-318 Agenda_Item_2481-2023_Resolution_to_Approve_Limited_Term_Extension_Amendment_for_Beck_s_Towing.doc

Exhibit A to Resolution - Limited Term Extension - Signed.pdf
R19-155.pdf
R21-171.pdf
R23-179 for the Second Amd
23-009.pdf

RESOLUTION NO. R24-318

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A LIMITED TERM EXTENSION AMENDMENT TO AGREEMENT WITH BECK'S TOWING & RECOVERY, INC. FOR TOWING SERVICES; AND PROVIDING AN EFFECTIVE DATE AND CONTINGENT TERMINATION DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on or about December 12, 2019, the City of Boynton Beach ("City") and Beck's Towing & Recovery, Inc., a Florida Corporation ("Vendor") entered into Contract No. 024-2110-19/RW ("Original Agreement") for a non-exclusive franchise agreement to perform towing services; and

WHEREAS, the Original Agreement was Amended by First and Second Amendments, which extended the term of the Original Agreement through December 11, 2024 (the Original Agreement and the First and Second Amendments are collectively referred to as the "Agreement"); and

WHEREAS, the current term of the Agreement expired on December 11, 2024, with all renewal options for the Agreement between the City and Vendor have been exercised; and

WHEREAS, the City is in the process of procurement and selection of a vendor to provide towing services and seeks to extend the Term of the Agreement on a limited basis to provide time for the issuance of competitive solicitation(s) for a new towing contract; and

WHEREAS, the City has prepared a Limited Term Extension Amendment ("Amendment") to extend the terms of the Agreement on a month-to-month basis; and

WHEREAS, upon the award and execution of a new contract under the City's procurement process, Vendor shall cease to provide all emergency recovery and towing services pursuant to the Agreement.

WHEREAS, should Vendor be awarded a new contract under the City's procurement process, the Agreement shall terminate in its entirety upon execution and award of the new contract.

WHEREAS, should Vendor not be awarded a new contract under the City's procurement process, Vendor shall continue to provide only the storage services for vehicles towed during the

Amendment term through December 31, 2025, at a rate not to exceed $3,000 per month.

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve and authorize the Mayor to sign the Limited Term Extension Amendment to provide continuity of service for towing services by Vendor on a month-to-month basis, through December 31, 2025, or by execution of further contracts.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to execute the proposed Limited Term Extension Amendment with Vendor a copy of which is attached hereto 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. The City Clerk shall retain the fully executed Limited Term Extension Amendment with Vendor as a public record of the City.

SECTION 5. This Resolution shall take effect immediately.

[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

LIMITED TERM EXTENSION AMENDMENT TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BECK'S TOWING AND RECOVERY, INC. FOR NON-EXCLUSIVE TOWING FRANCHISE SERVICES

This Limited Term Extension Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Beck's Towing & Recovery, Inc., a Florida corporation ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On or about December 12, 2019, the Parties entered into Contract No. 024-2110-19/RW (the "Original Agreement") for a non-exclusive franchise agreement to perform towing services.

B. The Original Agreement was amended by the First and Second Amendments, which, amongst other things, extended the term of the Original Agreement through December 11, 2024 (the Original Agreement and the First and Second Amendments are collectively referred to as the "Agreement").

C. The current term of the Agreement expired on December 11, 2024, and all renewal options for the Agreement between City and Vendor have been exercised.

D. The City is in the process of procurement and selecting a vendor to provide the towing services and desires to extend the Term of the Agreement on a limited basis to provide time for the issuance of a competitive solicitation for a new contract.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Term of the Agreement is hereby extended for a single period of ninety (90) calendar days through and including March 11, 2025. Following the 90-day extension, this Agreement may be further extended on a month-to-month basis upon written notice from the City, provided that total extensions pursuant to this Amendment shall not exceed the aggregate of six (6) consecutive months (collectively the "Limited Extension Term"). Provided, however, that the Vendor may continue to provide storage services beyond the expiration of the Limited Extension

Term, as further outlined in this section. The Limited Extension Term shall automatically expire upon the award and execution of a new contract under the City's procurement process, and upon such expiration, the Vendor shall cease providing all emergency recovery and towing services pursuant to the Agreement. If the Vendor is awarded a new contract under the City's procurement process, this Agreement shall terminate in its entirety upon execution and award of the new contract. If the Vendor is not awarded a new contract under the City's procurement process, notwithstanding the expiration or termination of the Limited Extension Term, the Vendor shall continue to provide only the storage services for vehicles towed during the Limited Extension Term through December 31, 2025 (the "Extended Storage Term"), at a rate not to exceed $3,000 per month, all terms and conditions of the Agreement shall remain in full force during the Extended Storage Term.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

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

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. 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.

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

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, 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.

7. Notwithstanding the later date of execution of this Amendment, the effective date of this Amendment shall be retroactive to December 11, 2024.

8. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2024

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

BECK'S TOWING & RECOVERY, INC.

By_____
Authorized Signer

Stephanie Beck VP
Print Name and Title

9 day of DEC, 2024

SRW 12.9.24

R19-155

BECK'S TOWING & RECOVERY, INC.
TOWING FRANCHISE AGREEMENT
WITH
THE CITY OF BOYNTON BEACH

CONTRACT NO. 024-2110-19/RW

THIS AGREEMENT, dated the 12 day of Dec is between:

THE CITY OF BOYNTON BEACH, a municipal corporation, with its principal place of business at 3301 Quantum Boulevard, Suite 101, Boynton Beach, Florida 33426, hereinafter referred to as "CITY", and Beck's Towing & Recovery, Inc., a company authorized to do business in the State of Florida, with its principal place of business at 410 N.E. 5th Ave., Boynton Beach, Florida 33435, Tax ID # 65-0653585, hereinafter referred to as "CONTRACTOR".

W I T N E SS E T H:

WHEREAS, the City Commission of the City of Boynton Beach, Florida, following a competitive selection process has awarded Contractor a non-exclusive franchise agreement to perform towing services in and for the City, subject to execution of a written agreement; and

WHEREAS, the establishment of minimum contractual standards of quality and efficiency for emergency recovery, towing and storage services utilized by law enforcement agencies is in the public interest; and

WHEREAS, utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles, and causes excessive delays in clearing the highway and securing the vehicles; and

WHEREAS, the City has determined, based on material representations of the Contractor as set forth in the Contractor's response to the City's request for proposals, that Contractor can perform the services in accord with the parameters set forth in the City's Request for Proposals, as amended.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

ARTICLE 1
SERVICES AND RESPONSIBILITIES

1.1 **GENERAL**

1.1.1 The CONTRACTOR, for and in consideration of the agreements of the CITY herein contained, agrees to remove vehicles from the streets or other property within the CITY, or from any other location, as directed by authorized representatives of the CITY as specified in **EXHIBIT "A" SCOPE OF SERVICES** hereby made ap art of the agreement.

1.1.2 The CONTRACTOR agrees that in the performance of this Agreement, it will not

discriminate or permit discrimination in its hiring practices, or in the performance of this Agreement, against any person on the basis of his or her race, sex, religion, political affiliation or national origin.

1.1.3 The CONTRACTOR understands that nothing in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his own choice or requesting that his or her vehicle be towed to a garage or compound other than that of the CONTRACTOR.

1.1.4 The CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

1.1.5 The CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

1.1.6 The CONTRACTOR agrees to permit members of the CITY's Police Department or other authorized CITY personnel to inspect its compound(s), equipment, stored vehicles, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the CITY, such inspection is deemed reasonably necessary.

1.1.7 All terms and conditions of the City Request for Proposals and all responses by Contractor are incorporated by reference and shall constitute the material provisions of this Agreement as though set forth herein. The City's Request for Proposal and Addendum 1 & 2, ae attached as **EXHIBIT "D"** and the Contractor's Proposal and Best and Final Offer are attached as **EXHIBT "E"**, which are made a part of the contract.

ARTICLE 2
MINIMUM STANDARDS

2.1 THE COMPOUND

2.1.1 The Contractor shall operate, maintain and provide a secured storage facility(s) for impounded and confiscated vehicles. Storage facility may not be subcontracted. The storage area must have a durable surface, properly drained and enclosed. No repair work or servicing of vehicles shall be permitted in the storage area. Inside storage to handle a minimum of 15 vehicles, properly spaced to provide access for removal or addition of vehicles.

2.1.2 The City desires to have a minimum of 100 vehicle spaces available for outside storage, properly spaced to provide access for removal or addition of vehicles. Proposers bidding on the following options must have minimum spaces available at time of proposal as stated below:

Option I - Single Provider:	Minimum 100 spaces;
Option II -Two Providers:	Minimum 50 spaces each;
Option III - Three Providers:	Minimum 35 spaces each.

This Contract is awarded exercising Option I, Single Provider, requiring a minimum of 100 vehicle spaces available for outside storage, properly spaced to provide access for removal or addition of vehicles.

2.1.3 All indoor storage must be located within City Limits. Contractor shall maintain a minimum of 15 indoor storage spaces on site with Office operations which must be located within the City limits. Location of remainder of outside storage site(s) shall not exceed a distance of 10 miles from any city boundary.

2.1.4 Crime Scene Storage facility for vehicles which have been marked "HOLD" by the City of Boynton Beach Police Department relative to a crime scene investigation shall be stored at an inside secured facility within the City limits.

2.1.5 Contractor may operate multiple storage facilities to meet the minimums.

2.1.6 The Contractor shall provide on a 24-hour basis, attendants and sufficient equipment for immediate response to calls for service at the storage location(s) from the City of Boynton Beach Police Department or other Departments.

2.1.7 Storage location sites shall not be changed unless prior written approval is received by the City of Boynton Beach.

2.1.8 Storage location site shall meet or exceed Palm Beach County Towing Ordinance 2010-001 requirements and all applicable City / County zoning requirements.

2.1.9 Proof of Contractor ownership or lease of the storage facility shall be provided to the City prior to the commencement of the lease and is a condition precedent and ongoing requirement of the Agreement.

2.2 **EQUIPMENT**

2.2.1 At a minimum, Contractor shall own or lease four (4) Class "A" Towing/Recovery Vehicles and two (2) Class "B" Towing/Recovery Vehicles in their fleet at time of RFP opening to be considered.

2.2.2 Definition of Vehicle Class specifications (A, B, C) shall be per Palm Beach County Ordinance 2011-008 Palm Beach County Towing Ordinance as amended.

2.2.3 Tow Truck Class Specifications:

Additionally, Contractor shall, within forty-five (45) days of award, prior to execution of Tow Franchise Agreement and as a condition precedent to engaging in towing activities in the City own or have under lease or under a joint use agreement the following:

Option I - Single Provider: One (1) Class "C" Towing/Recovery Vehicle and One (1) Class "D" Towing/Recovery Vehicle.

2.2.4 Additionally, Contractor, at time of RFP shall provide information that Contractor will have access through sub-contract, lease, or joint use agreement, to one (1) Lowboy with capabilities to transport all large-scale City Trucks (Fire Trucks and Sanitation Trucks) at approximately 64,000 lbs. The Lowboy shall have: air ride suspension, power winch, pulling capability 12,000 lbs. minimum for dead pull, air brakes with auxiliary air supply and shall be a minimum 48' long.

2.2.5 All wrecker equipment shall have a current Palm Beach County Towing Operator Permit and a valid Inspection Approval Decal on the equipment. Equipment listed below shall

be outfitted at all times with equipment designated on Palm Beach County Vehicle Inspection Form.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1.1 The CONTRACTOR shall pay the CITY the sum of **One Hundred Twenty-One Thousand and Ninety-Six Dollars ($121,096.00) annually,** paid in four (4) installment payments as specified in **Exhibit "B" FEES & PAYMENTS**, made quarterly. for the privilege of engaging in this Agreement with the CITY. The first payment shall be made on or before December 15, 2019 and thereafter in quarterly each March 15th, June 15th, September 15th, and December 15th.

3.1.2 The CONTRACTOR shall charge for vehicle towing and/or storage in accordance with the schedule of rates attached hereto as **Exhibit "C": Palm Beach County Maximum Non-Consent Towing Rates** and made a part hereof by reference.

3.1.3 The CONTRACTOR shall directly bill the vehicle owner/operator for towing and storage charges.

ARTICLE 4
TERM AND TERMINATION

4.1.1 This is a two (2) year term contract commencing December 15, 2019 and ending December 14, 2021. This contract may be renewed for three additional one-year terms upon mutual agreement of City and Contractor.

4.1.2 This Agreement may be terminated by either party for cause upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed through the termination date. It may also be terminated in whole or in part by the CITY, with or without cause, thirty (30) days written notice by the CITY to CONTRACTOR. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

4.1.3 Notice of intent to terminate, and the reason(s) therefor, shall be given in writing by certified mail, return receipt requested or by hand delivery.

4.1.4 Upon the CITY's notification of intent to terminate for cause, the CONTRACTOR shall have thirty (30) days from receipt of said notice to cure any default, provided, however, that the CONTRACTOR shall have not more than two (2) opportunities to cure in any calendar year; or

4.1.5 The CITY's Police Department may issue a formal reprimand to the CONTRACTOR for any act of omission or commission which, in its sole discretion, is deemed to be a violation of this Agreement. Any number of reprimands shall be grounds for termination of this Agreement and/or removal of the CONTRACTOR from consideration of

renewal of the Agreement. The precise number and severity of reprimands thereof to be determined are at the sole discretion of the CITY's Police Department.

4.1.6 Upon the completion of this Agreement or termination by either Party, vehicles marked for confiscation by the CITY's Police Department for use by the CITY's Police Department in accordance with State Statute, will be towed to the Public Safety Building Compound.

4.1.7 This Agreement may also be terminated by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. In the event the Agreement is terminated for convenience, the annual franchise fee shall be prorated.

ARTICLE 5
ADDITIONAL PROVISIONS

5.1.1 **NOTICE:** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for the giving of notice:

City: Lori LaVerriere, City Manager
City of Boynton Beach
3301 Quantum Blvd, Suite 101
Boynton Beach, FL 33426
Phone: (561) 742-6010
Fax: (561) 742-6011

Copy To: James A. Cherof, City Attorney
Goren, Cherof, Doody, & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Phone: (954) 771-4500
Fax: (954) 771-4923

Contractor: Stephanie Beck, Vice President
410 N.E. 5th Avenue
BOYNTON Beach, FL 33435
Phone: 561-369-1096
Fax: 561-369-0698
Email: beckstowing@aol.com

5.1.2 **ASSIGNMENT/AMENDMENTS**. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.1.3 **NO CONTINGENT FEES**. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement, without liability, at its discretion and to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

5.1.4 **BINDING AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.1.5 **HEADINGS**. The headings contained herein are for the convenience of reference only and shall not be considered for the purpose of interpreting the provisions of this Agreement.

5.1.6 **EXHIBITS**. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, even if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

5.1.7 **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.

5.1.8 **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

5.1.9 **LEGAL REPRESENTATION**. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

5.1.10 **EXTENT OF THE AGREEMENT**. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

5.1.11 **ATTORNEY'S FEES AND COSTS**. In connection with any litigation arising out of or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

5.1.12 **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 public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

CRYSTAL GIBSON, CITY CLERK
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061
GIBSONC@BBFL.US

5.1.13 **SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

By execution of this Agreement, 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 OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

DATED this 21 day of November, 2019.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

BECK'S TOWING & RECOVERY, INC.

Stephanie Beck, Vice President

Attest/Authenticated:

Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

James A. Cherof, City Attorney

Attest/Authenticated:

Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Stephanie Beck of Becks Towing and acknowledged (s)he executed the foregoing Agreement as the proper official of Becks Towing, for the use and purposes mentioned in it and they affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

(Signature of Notary Public - State of Florida)

BRANDI COOK
MY COMMISSION #FF959376
EXPIRES: JUN 06, 2020
Bonded through 1st State Insurance

(Print, Type or Stamp Commission Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

RESOLUTION NO. R21-171

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO TOWING FRANCHISE AGREEMENT FOR A ONE (1) YEAR RENEWAL OF THE CONTRACT WITH BECK'S TOWING & RECOVERY, INC. FOR TOWING & STORAGE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current franchise agreement which collects an annual franchise fee in the amount of $121,096.00 was for a three (3) year period that ends on December 14, 2021 and has the option for three (3), one (1) year renewal options; and

WHEREAS, staff recommends renewing for a year with Beck's Towing & Recovery, Inc to continue the current level of service and administration; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign a First Amendment to Towing Franchise Agreement for a one (1) year renewal of the contract with Beck's Towing & Recovery, Inc. for Towing & Storage Services.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign the First Amendment to Towing Franchise Agreement for a one (1) year renewal of the contract with Beck's Towing & Recovery, Inc. for Towing & Storage Services. A copy of the First Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this 7th day of December, 2021.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Justin Katz	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Ty Penserga	✓	
VOTE	5-0	

ATTEST:

Crystal A Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

R21-171

CITY OF BOYNTON BEACH FIRST AMENDMENT
TO BECK'S TOWING & RECOVERY, INC.
TOWING FRANCHISE AGREEMENT
(Contract No. 024-2110-19/RW)

THIS AMENDMENT made this 22nd day of December, 2021 (herein "First Amendment") shall be considered as part of the Towing Franchise Agreement, by and between the **CITY OF BOYNTON BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, with a business address of 100 East Ocean Ave, Boynton Beach, FL 33435 hereinafter referred to as "CITY", and **Beck's Towing & Recovery, Inc.'s**, a Florida Profit Corporation, with a business address of 410 NE Fifth Ave., Boynton Beach, Florida 33435 ("CONTRACTOR"). CITY and CONTRACTOR may each be referred to herein as "Party" and collectively referred to herein as "Parties".

W I T N E S S E T H:

WHEREAS, the Franchise Agreement (herein "Agreement") for CITY towing services between the Parties naturally expires on December 11, 2021, and may be renewed for three (3) additional one (1) year terms upon mutual agreement of the Parties; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the agreement and desire to renew the agreement for a one (1) year period and to amend the terms contained therein as set forth in this First Amendment; and,

WHEREAS, the Parties agree that the terms of the Agreement is modified such that the terms and provisions set forth herein shall be in addition to or to the extent of any conflict, the provisions herein shall take precedence.

NOW, THEREFORE, the Parties agree the following provisions shall become an integral part of the Agreement between the Parties as follows:

1. The foregoing recitals set forth above are true and correct and herein incorporated by this reference.

2. The Agreement between CITY and CONTRACTOR, a copy of which is attached hereto and made a part hereof as Composite Exhibit "A," shall remain in full force and effect except as specifically amended herein.

3. Any language contained in this First Amendment, that is in ~~strikethrough~~ type shall be deletions from the terms of the Agreement and language in <u>underlined</u> type shall be additions to the terms of the Agreement.

4. **<u>Compensation and Method of Payment.</u>** The Parties acknowledge and agree that Article 3 *"Compensation and Method of Payment"* of the Agreement, is hereby amended as follows:

   3.1.1 <u>Reserved.</u> ~~The CONTRACTOR shall pay the CITY the sum of **One Hundred Twenty-One Thousand and Ninety-Six Dollars ($121,096.00) annually,** paid in four (4) installment payments as specified in **Exhibit "B" FEES & PAYMENTS,** made quarterly for the privilege of engaging in this Agreement with the CITY. The first payment shall be made on or before~~

~~December 15, 2019 and thereafter in quarterly each March 15th, June 15th, September 15th, and December 15th.~~

3.1.2 The CONTRACTOR shall charge for vehicle towing and/or storage in accordance with the schedule of rates attached hereto as **Exhibit "C": Palm Beach County Maximum Non-Consent Towing Rates** and made a part hereof by reference, as may be amended by Palm Beach County from time to time.

3.1.3 The CONTRACTOR shall directly bill the vehicle owner/operator for towing and storage charges.

5. **Exhibit B Fees and Payments.** Exhibit "B" entitled "Fees and Payments" of the Agreement is deleted in its entirety.

6. **Governing Law and Venue**. The Agreement and First Amendment shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Palm Beach County, Florida.

7. **Public Records**. The CITY is public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

5.1 Keep and maintain public records required by the CITY to perform the service;

5.2 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, Florida Statutes, or as otherwise provided by law;

5.3 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 Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

5.4 At the CITY's request, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

5.5 The failure of CONTRACTOR to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
CRYSTAL GIBSON, CITY CLERK
PO BOX 310, BOYNTON BEACH, FLORIDA, 33425
561-742-6061
GIBSONC@BBFL.US

8. **Access to Records**. CITY shall have reasonable access and the right to examine any and all CONTRACTOR books, documents, papers, data, and records related to CITY's use of CONTRACTOR's products or services, and records created during the performance of this Agreement by both Parties, upon reasonable request, not to exceed once per calendar year, and until the expiration of five (5) years after final payment hereunder. As required by Ch. 119, Florida Statutes, records related to this agreement may be public records open for inspection, unless an applicable exception applies, and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL.

9. **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in the Agreement

10. **Independent Contractor**. The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that CONTRACTOR is an independent contractor pursuant to the Agreement and shall not be considered the CITY's employee for any purpose.

11. **Scrutinized Companies.** By execution of this Agreement, CONTRACTOR certifies that it is not participating in a boycott of Israel. CONTRACTOR further certifies that it 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. Failure to comply shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination of failure to comply. CONTRACTOR shall have five (5) days from receipt of notice to refute such 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. 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 §287.135, Florida Statutes, as amended from time to time.

12. **E-Verify**. CONTRACTOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    12.1 **Definitions for this Section.**

12.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

12.1.2 "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.

12.1.3 "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.

12.2 **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:

12.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

12.2.2 All persons (including subvendors / subconsultants/ subcontractors) 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

12.2.3 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.

13. **Counterparts and Execution.** The Agreement may be executed by electronic signature or by hand, in

multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

14. **Compliance with Laws.** CONTRACTOR hereby warrants and agrees, that at all times material to the Agreement, CONTRACTOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations, including Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

15. **Conflict**. In the event of any conflict or ambiguity by and between the terms and provisions of the Agreement, this First Amendment, and the terms and conditions contained in this First Amendment herein, the Parties agree the terms and provisions contained in this First Amendment shall control to the extent of any such conflict or ambiguity.

16. **Entire Agreement**. These terms together with the Agreement and this First Amendment, all incorporated herein by reference, sets forth the entire understanding of the Parties and supersedes all prior agreements whether written or oral, with request to such subject matter.

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

CITY:

City of Boynton Beach

BY: _____
LORI LAVERRIERE
CITY MANAGER

ATTEST:

_____
CRYSTAL GIBSON
CITY CLERK

APPROVED AS TO FORM:

_____
Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

Beck's Towing & Recovery, Inc.

BY: _____

TITLE: VP

DATE: 12/20/21

RESOLUTION NO. R23-179

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO TOWING FRANCHISE AGREEMENT FOR THE LAST ONE (1) YEAR RENEWAL OF THE CONTRACT WITH BECK'S TOWING & RECOVERY, INC. FOR TOWING & STORAGE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On June 6, 2023, the City of Boynton Beach passed Ordinance No. 23-009, which allows the imposition of a reasonable administration fee or charge for towing services, limited to twenty-five percent (25%) of the maximum towing rate to cover the cost of enforcement; and

WHEREAS, the City has a final one year renewal of the agreement with Beck's Towing & Recovery, Inc and staff recommends renewing for the final year with an amendment to the agreement to collect the 25% administration fee during the final year of the agreement; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign a Second Amendment to Towing Franchise Agreement for the final one (1) year renewal of the Agreement with Beck's Towing & Recovery, Inc. for Towing & Storage Services.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign the Second Amendment to Towing Franchise Agreement for the Final one (1) year renewal of the Agreement with Beck's Towing & Recovery, Inc. for Towing & Storage Services. A copy of the Second Amendment is attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND ADOPTED this 5th day of December, 2023.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Tammy Stanzione, CMC
Deputy 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

SECOND AMENDMENT TO THE TOWING FRANCHISE AGREEMENT

THIS FIRST AMENDMENT, dated the 5th day of December 2023, between:

CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, FL 33435, hereinafter referred to as "CITY";

and

BECK'S TOWING & RECOVERY, INC., a Florida Profit Corporation, authorized to do business in the State of Florida, with its principal place of business at 410 NE 5th Avenue, Boynton Beach, FL 33435, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the Franchise Agreement (herein "Agreement") for CITY towing and storage services between the Parties naturally expires on December 14, 2021, and may be renewed for three (3) additional one (1) year terms upon mutual agreement of the Parties; and

WHEREAS, to date, the Parties have been satisfied with the performance and execution of the agreement and desire to renew the agreement for the last one (1) year period (December 15, 2023 through December 14, 2024) and to amend the terms contained therein as set forth in this Second Amendment; and

WHEREAS, the Parties agree that the terms of the Agreement are modified such that the terms and provisions set forth herein shall be in addition to or to the extent of any conflict, the provisions herein shall take precedence.

NOW, THEREFORE, the Parties agree the following provisions shall become an integral part of the Agreement between the Parties as follows:

1. The forgoing recitals set forth above are true and correct and herein incorporated by this reference.

2. The Agreement and First Amendment between the CITY and CONTRACTOR, a copy of which is attached hereto and made a part hereof as Composite Exhibit "A," shall remain in full force and effect except as specifically amended herein.

3. Any language contained in this Second Amendment that is in ~~strikethrough~~ type shall be deletions from the terms of the Agreement, and language in underlined type shall be additions to the terms of the Agreement.

4. **Compensation and Method of Payment** The Parties acknowledge and agree that Article 3 *"Compensation and Method of Payment"* of the Agreement, is hereby amended as follows:

3.1.4 For Police directed tows only, the CONTRACTOR shall charge the vehicle owner an Administrative Fee equal to twenty-five (25%) of the initial tow fee, based on class of tow as outlined in City Ordinance 23-009 Exhibit B.

3.1.5 Collection of Administrative fees will begin December 15, 2023 through December 14, 2024.

3.1.6 Administrative fees collected in a month will be forwarded from the CONTRACTOR to the CITY by the 14th day of the following month.

3.1.7 Contractor is not responsible for the administrative fees for vehicles that are not picked up by the registered owner and that are sent to auction/salvage.

5. SCRUTINIZED COMPANIES - 287.135 AND 215.473

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

6. E-VERIFY

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:
   1) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
   2) "Subcontractor" means a person or entity that provides labor, supplies, or

services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

3) "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:

1) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

2) 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

3) 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.

7. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 17 day of November, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

BECK'S TOWING & RECOVERY, INC.

(Signature), Company

Stephanie L Beck

Print Name of Authorized Official

VP

Title

(Corporate Seal)

NATALIE N KING
Notary Public - State of Florida
Commission # HH 101989
My Comm. Expires Mar 8, 2025
Bonded through National Notary Assn.

Attest/Authenticated

Witness

Natalie N. King

Print Name

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Tammy Stanzione, CMC
Deputy City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

ORDINANCE NO. 23-009

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING CHAPTER 14 ENTITLED "REGULATORY TRAFFIC CONTROL"; BY CREATING SECTION 14-5.1 "TOW SERVICES ADMINISTRATIVE CHARGE", ESTABLISHING AN ADMINISTRATIVE CHARGE FOR TOWING SERVICES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, House Bill ("HB") 133, related to towing and immobilization of vehicles and vessels was signed into law by Governor DeSantis and became effective on October 1, 2020; and

WHEREAS, HB 133, codified as § 166.04465, Florida Statutes, prohibits a municipality from enacting an ordinance that imposes a fee, charge, cost, expense, fine or penalty on an authorized wrecker operator or towing business for towing, impounding, or storing a vehicle or vessel; and

WHEREAS, §166.04465, Florida Statutes, permits the imposition of a reasonable administrative fee or charge for towing services, limited to twenty-five percent (25%) of the maximum towing rate to cover the cost of enforcement, including parking enforcement by a municipality when the vehicle is towed from public property; and

WHEREAS, Palm Beach County, Florida authorized the establishment maximum towing rates per §19-198 of the Palm Beach County Code which have been established by resolution, which may be amended from time to time; and

WHEREAS, the City desires to establish a reasonable administrative fee for towing services which shall be equal to twenty-five percent (25%) of the Palm Beach County towing rates as may be amended from time to time, to cover the cost of towing enforcement when vehicles are towed from public property; and

WHEREAS, the City desires to amend the City of Boynton Beach Code of Ordinances to establish §14-5.1, entitled "Towing Services Administrative Charge"; and

WHEREAS, the Mayor and the City Commission of the City of Boynton Beach hereby finds that it is in the best interest of the citizens and residents of the City of Boynton Beach, Florida to approve the Ordinance to the City's Code of Ordinances and as contained herein.

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. City of Boynton Beach's Code of Ordinances, Chapter 14 "Motor Vehicles and Traffic" is hereby amended by creating Section 14-5.1, "Stopping, Standing, Parking, or Storage Prohibited in Specified Places" as follows:

§14-5.1 TOWING SERVICES ADMINISTRATIVE CHARGE

(A) **Definitions.** As used in this section, the following words and terms shall have the following meanings:

(1) *Administrative Charge*: a financial charge imposed on the registered owner or other legally authorized person or entity of a motor vehicle or vessel to cover the cost of enforcement, including parking enforcement, by the municipality when the vehicle or vessel is towed from public property.

(2) *Towing Business*: a business entity that provides towing and/or wrecker services for monetary gain within the City pursuant to a Towing Services Agreement whom may impose and collect the Administrative Charge on behalf of the City and remit such charge to the City after it is collected.

(3) *Towing Services Agreement*: an agreement between the City of

Boynton Beach and a Towing Business that authorizes the Towing Business to provide services for private vehicles or vessels ordered towed by the City within the limits of the City and during designated periods of time.

(4) *Maximum Towing Rate*: the maximum towing rate(s) established by Palm Beach County, Florida, as may be amended from time to time.

(B) **Towing Services Administrative Charge**: The City Commission hereby authorizes the imposition of an Administrative Charge upon the registered owner or other legally authorized person or entity in control of a vehicle or vessel when a vehicle or vessel is towed from public property.

(1) The Administrative Charge shall be up to twenty-five (25%) percent of the Maximum Towing Rate to be used to offset the various costs of the City concerning towing related activities.

(2) As directed by the City Commission, a Towing Business pursuant to a Towing Services Agreement may impose and collect the Administrative Charge on behalf of the City of Boynton Beach and shall remit such fee or charge to the City monthly, on or before the fourteenth (14th) day of the month following collection.

Section 3. 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 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. 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 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this 16th day of May, 2023.

SECOND, FINAL READING AND PASSAGE this 6th day of June, 2023.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-319- Approve the application for the Assistance to Firefighters Grant (AFG) offered by the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) for the amount of $204,676.99, authorize the Mayor to accept the grant, 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. R24-319.

Explanation of Request:

The Fiscal Year (FY) 2024 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore, the public with respect to fire and fire-related hazards.

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources necessary for protecting the public and emergency personnel from fire and related hazards.

The Fire Department is applying for the Assistance to Firefighters Grant (AFG) for critical training and equipment. The City is submitting an application for funding for the AFG. The requested grant funding for the project is up to $204,676.99, with a local match of 10%. The grant is designated for the procurement of six LUCAS chest compression systems and twenty LIFEPAK automated external defibrillators (AEDs). This funding will enhance emergency response capabilities, ensuring lifesaving tools are available when needed most.

The Notice of Funding Opportunity (Attachment 1) was published on November 12, 2024, and the application deadline is December 20, 2024.

How will this affect city programs or services? The City of Boynton Beach, committed to the well-being and protection of its residents, finds it imperative to enhance the safety of our firefighters and the public with respect to fire and fire-related hazards.

Fiscal Impact:

The Assistance to Firefighters Grant (AFG) offered by the Federal Emergency Management Agency's (FEMA) is expected to fund $204,676.99. Up to 10% cost share will be the City's fiscal responsibility.

Attachments:
R24-319 Agenda_Item_2514-2023_Resolution_for_approving_Application_to_Assistance_to_Firefighters_Grant.docx
FEMA FY 2024 AFG Key Changes.pdf
FEMA FY 2024 AFG NOFO.pdf
AFG Application 2024.docx

RESOLUTION NO. R24-319

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY OF BOYNTON BEACH TO APPROVE ITS APPLICATION FOR THE ASSISTANCE TO FIREFIGHTERS GRANT OFFERED BY THE DEPARTMENT OF HOMELAND SECURITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY; AUTHORIZING THE MAYOR, IF AWARDED, TO ACCEPT THE GRANT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Assistance to Firefighters Grant ("AFG") Program is one of three grant programs by the Department of Homeland Security ("DHS") and Federal Emergency Management Agency ("FEMA") in order to enhance the safety of firefighters and the public with respect to fire and fire-related hazards; and

WHEREAS, the primary goal of the AFG program is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations, including obtaining critically needed equipment, protective gear, emergency vehicles, training, and other resources necessary for protecting the public and emergency personnel from fire and fire-related hazards; and

WHEREAS, the City seeks to apply to the AFG Program for critical training and equipment, which would request grant funding for up to $204,676.99 with a local match by the City of up to 10%; and

WHEREAS, the AFG Program application deadline is December 20, 2024; and

WHEREAS, the City intends to use the funds to protect its citizens and firefighters from fire and fire-related hazards by obtaining additional equipment; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City to apply to the AFG Program to obtain six LUCAS chest compression systems and twenty LIFEPAK automated external defibrillators; authorize the Mayor to execute the application, and if awarded, the grant agreement, subject to review for legal sufficiency by the office of the City Attorney; authorize the Mayor to take all administrative and budgetary actions necessary to implement the grant; and authorize the

Mayor to execute any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

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 approves the grant application to apply to the AFG Program to obtain six LUCAS chest compression systems and twenty LIFEPAK automated external defibrillators; authorize the Mayor to execute the application, and if awarded, the grant agreement, subject to review for legal sufficiency by the office of the City Attorney; authorize the Mayor to take all administrative and budgetary actions necessary to implement the grant; and authorize the Mayor to execute any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

SECTION 3. This Resolution shall become effective as provided by 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

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Fiscal Year 2024 Assistance to Firefighters Grant Program Key Changes

Below is a brief list of changes between Fiscal Year (FY) 2023 and FY 2024 to the Assistance to Firefighters Grant (AFG) Program. The FY 2024 AFG Notice of Funding Opportunity (NOFO) contains some changes to definitions, descriptions, and priority categories.

- Under Narrative Evaluation Criteria:
  - A character count for each narrative section and a link to the Narrative Development Toolkit and Self-Evaluation sheets was added.

- Under Application Tips:
  - Clarification that scores for applications with a mix of "High," "Medium," and "Low" priorities may be negatively impacted was added to this section. Applicants must consider priorities under each Activity listed in the NOFO when applying.

- Under Equipment Activity:
  - Clarification that FEMA will consider only "High" priority items for funding was added.
  - The following EMS equipment was added as High Priority:
    - Suction Unit (non-disposable);
    - CPAP Device;
    - Power Stair Chair;
    - Patient Carbon Monoxide Monitor; and
    - Capnography/capnometer Device.
  - The following EMS equipment was added as Medium Priority:
    - O2 Kit; and
    - Non-disposable Splints.
  - The following EMS equipment was added as Low Priority:
    - Stretcher;
    - Backboard;
    - Trauma Bag; and
    - Mass Casualty Kit.

- Under Wellness and Fitness Activity:
  - A clarification that Priority 1 programs must be already in place or requested in the application before Priority 2 programs will be considered for funding. In addition, the following items were added as

ineligible:

- Saunas (including infrared);
- Hyperbaric chambers;
- Ice baths; and
- Purchase of medical equipment.

- Under Grant Writer/Preparation Fees:
  - Clarification that grant writer fee is subject to the cost share requirement was added.

The U. S. Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2024 Assistance to Firefighters Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: https://sam.gov/content/entity-registration.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: https://www.grants.gov/forms/forms-development/planned-uei-updates.

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.044

3. Assistance Listings Title
Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title
Fiscal Year 2024 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number
DHS-24-GPD-044-00-98

6. Authorizing Authority for Program
Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance (2024 DHS Appropriations Act)

8. Announcement Type
Initial

9. Program Category
Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. Overview

The Fiscal Year (FY) 2024 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore the public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately $8.7 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 800 fire apparatuses,

150,000 personal protective equipment items, and 126,000 other fire equipment to more than 7,000 unique recipients. During the same period, the AFG Program provided funding to 915 recipients to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

b. Goals, Objectives, and Priorities

Goal: Enhance the safety of the public and firefighters with respect to fire and fire-related hazards.

Objectives: Provide critically needed resources that equip and train emergency personnel to recognized standards, outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response, provide funding to retrofit or modify facilities to protect personnel from known health hazards, acquire emergency response vehicles, design and implement health, wellness and resiliency programs that prepare responders for incident response, enhance operational efficiencies, foster interoperability, and support community resilience.

Priorities: Information on program priorities and objectives for the FY 2024 AFG Program can be found in Appendix B – Programmatic Information and Priorities.

c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Strategic Plan for Fiscal Years 2020-2024, the AFG Program supports the goal to Strengthen Preparedness and Resilience.

The 2022-2026 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and

Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Number of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

Please see Appendix B for additional information on the criteria used to evaluate the program priorities.

B. Federal Award Information

1. Available Funding for the NOFO: $291,600,000[1]

2. Projected Number of Awards: 2,000

[1] Note that this figure differs from the total amount appropriated under the Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management, Agency, Federal Assistance (2024 DHS Appropriations Act). In this FY 2024 AFG Program NOFO, percentages of "available grant funds" refers to the total amount appropriated—$324,000,000—by Pub. L. No. 118-47 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. $32,400,000 will be allocated to FP&S for FY 2024.

3. Period of Performance: 24 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

4. Projected Period of Performance Start Date(s): N/A[2]

5. Projected Period of Performance End Date(s): N/A

6. Projected Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

7. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- ***Fire Departments:*** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[3] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

- ***Nonaffiliated EMS organizations:*** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[3] or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
  - Clinics;

[2] FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

[3] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- Medical centers;
- Medical colleges or universities;
- Infirmaries;
- Surgery centers; and
- Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

- ***State Fire Training Academies***: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.[3] Applicants must be designated either by legislation or by a governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

The FY 2024 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B– Programmatic Information and Priorities.

3. Subawards and Beneficiaries

a. *Subaward allowability*
Subawards are not allowed under the AFG Program.

b. *Beneficiaries or Participants*
This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

4. Other Eligibility Criteria/Restrictions

a. *National Fire Incident Reporting System (NFIRS)*
Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. *National Incident Management System (NIMS)*
AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2024 AFG Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

5. Maintenance of Effort (MOE)

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance to at least 80% or more of the

average of what the applicant spent on such costs for those activities in fiscal years 2022 and 2023. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

6. Cost Share or Match

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded; or
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding as described in Appendix B.g- Regional Applications.

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at Assistance to Firefighters Grants.

a. *Types of Cost Share*

i. ***Cash (Hard Match):*** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).

ii. ***Trade-In Allowance/Credit:*** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

iii. ***In-kind (Soft Match):*** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

b. ***Economic Hardship Waivers***
The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see Appendix C – Award Administration Information for additional information.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date: 11/12/2024 at 9 AM ET

b. Application Submission Deadline: 12/20/2024 at 5 PM ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 AM – 6 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 AM – 4:30 PM ET.

c. ***Anticipated Funding Selection Date:*** No later than April 30, 2025

d. ***Anticipated Award Date****:*
Beginning on approximately April 30, 2025 and continuing thereafter until all FY 2024 AFG Program grant awards are issued (but no later than September 30, 2025).

e. ***Other Key Dates***

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award
By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM.gov)
Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

a. Be registered in Sam.Gov before application submission.
b. Provide a valid UEI in its application.
c. Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM.

Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/grants/guidance-tools/fema-go/startup;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to

receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number: *3*

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: SAM.gov

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. Register with SAM:

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm.

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE" SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or

concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/grants/guidance-tools/fema-go/startup.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the https://grants.gov/forms/forms-repository/sf-424-family Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://grants.gov/forms/forms-repository/sf-424-family

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**

b. ***Program-Specific Required Forms and Information***

Program-specific forms or information are required to be submitted in FEMA GO. For program-specific required and optional forms and information, please see the Appendices to this NOFO.

11. Other Submission Requirements

FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of AFG to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. Although each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

12. Funding Restrictions and Allowable Costs

All costs charged to federal awards (including both federal funding and any non-federal matching or cost sharing funds) must comply with applicable statutes, rules and regulations, and policies, this NOFO, and the terms and conditions of the federal award. They must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200 unless otherwise indicated in the NOFO or the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h). The following identifies a list of activities for which a recipient may not use federal funds and any cost sharing or matching funds under federal awards:

- Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306)
- Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450
- Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435) See subsections below for information on any other funding restrictions.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients, subrecipients, and their contractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) (FY 2019 NDAA) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The FY 2019 NDAA and these regulations, as they apply to recipients, subrecipients, and their contractors and subcontractors, provide for two distinct prohibitions: (1) prevent the use of federal award funds to procure or obtain covered telecommunications equipment or services; and (2) prevent the use of federal award funds to contract with an entity that uses such covered telecommunications equipment or services. Guidance is available at FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system; or

- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See Appendix C for further information regarding grant writer fees and Section H-Additional Information of this NOFO for general procurement under grants requirements.

c. ***Management and Administration (M&A) Costs***

M&A costs are allowed by Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47. M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award. In addition, reimbursement for fees associated with hiring grants management services is now capped at $1,500. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not

required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FireGrants@fema.dhs.gov for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

e. ***Evaluation Costs***

Evaluation costs are allowable. See Section H.2 "Program Evaluation" for more details.

f. ***Other Direct Costs***

- **Construction:** Construction costs are not eligible under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix B- Funding Priorities, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

- **Fire Departments and Nonaffiliated EMS organizations funding restrictions:** The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

  The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2024, or $2,916,000.00. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

  The following table explains the maximum funding that a recipient may receive in FY 2024:

Population of the jurisdiction served by the recipient	Maximum award in FY 2024	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available
500,001 – 1,000,000 people	No more than $2.91 million	None available
1,000,001 – 2,500,000 people	No more than $2.91 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $2.91million	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for $1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
  - **Fire Departments**: Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
  - **Nonaffiliated EMS Organizations**: Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
  - **Emergency Medical Services Providers**: Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
  - **State Fire Training Academy**: Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than $500,000 of available federal grant funds may be awarded per SFTA applicant.
  - **Vehicles**: Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
  - **Micro Grants**: The selection of the voluntary Micro Grant option (cumulative federal funding of $75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***
Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process
AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

a. ***Pre-Scoring Process***
The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with

program guidance and statutory funding limitations. The pre-score is half of the total application score.

b. ***Peer Review Panel Process***

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Peer reviewers will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

I. NARRATIVE EVALUATION CRITERIA

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s). Each narrative section allows no more than 4,000 characters each, including spaces and punctuation.

FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on FEMA website: Assistance to Firefighters Grants Documents | FEMA.gov**. The documents are designed to assist applicants with narrative preparation and provide specific criteria used by a panel of peer reviewers when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.**

Peer reviewers will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

Financial Need (25%). This section allows 4,000 characters (including spaces and punctuation).

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

Project Description and Budget (25%). This section allows 4,000 characters (including spaces and punctuation).
The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, local, or tribal requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

Cost Benefit (25%). This section allows 4,000 characters (including spaces and punctuation).
Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

Statement of Effect on Operations (25%). This section allows 4,000 characters (including spaces and punctuation).
The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildfire and Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

c. ***Technical Evaluation Process (TEP)***
The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will make a final assessment of the application with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. During TEP, the information in Appendix B is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding based on findings made during this assessment.

F. Federal Award Administration Information

In addition to the language below, please see Appendix C of this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2024 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. ***DHS Standard Terms and Conditions***
All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. ***Ensuring the Protection of Civil Rights***
As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***
As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of

communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources including, but not limited to, threatened or endangered species and historic properties; and identify mitigation measures and/or alternative courses of action that may lessen any impact to those resources.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen any impact to environmental resources and bring the project into compliance with EHP requirements.

Guidance on the EHP process is found at Environmental Planning and Historic Preservation. The site contains links to various documents including those identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) "Freeboard Value Approach" (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or

- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/sites/default/files/documents/fema_gpd-ehp-policy-guidance.pdf.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA);
- Air quality systems;
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety);
- Generators (fixed);
- Sprinklers;
- Vehicle exhaust systems (fixed);
- Washer/dryer/extractor;
- Fixed communications antennas onto a building;
- Building renovations such as removal of walls or installation of electrical or water lines;
- Training/exercises in natural settings such as rope or swift water;
- LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed; and
- Purchase of PPE and/or SCBA.

d. ***Mandatory Disclosures***
The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. Reporting
Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. ***Financial Reporting Requirements***

I. FEDERAL FINANCIAL REPORT (FFR)
Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf.

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES
Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. ***Programmatic Performance Reporting Requirements***

I. PERFORMANCE PROGRESS REPORT (PPR)
The recipient is responsible for completing and submitting a PPR using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- **No later than July 30 (for the period January 1 – June 30)**
- **No later than January 30 (for the period July 1 – December 31)**

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. If applicable, the recipient must include with the final progress report an inventory of all construction projects.
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance. If the final FFR and performance report periods coincide with the end of the period of performance, FEMA has discretion under 2 C.F.R. Part 200 to waive the last quarterly/semiannual/annual reports and only require the final FFR and performance report for closeout purposes. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(d).

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used

beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in Contracting Performance Assessment Reporting System (CPARS) the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it

knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. Reporting of Matters Related to Recipient Integrity and Performance

Appendix XII to 2 C.F.R. Part 200 sets forth a term and condition related to recipient integrity and performance matters that will apply to all federal awards under this funding opportunity. If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of a federal award under this funding opportunity, then a recipient must maintain the currency of information reported in the Contracting Performance Assessment Reporting System (CPARS) about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. Single Audit Report

A recipient that expends $750,000 or more during the recipient's fiscal year in federal awards (as defined by 2 C.F.R. § 200.1) must have a single audit conducted in accordance with 2 C.F.R. § 200.514 except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501. The audit must be conducted in accordance with 2 C.F.R. Part 200, Subpart F and, as required by 2 C.F.R. § 200.514, in accordance with the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards, which can be found on the Yellow Book page of the GAO website.

6. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the

recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing semi-annual financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. ***AFG Program Office Contact***

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. ***FEMA Grants News***

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9 AM – 5 PM ET.

c. ***Grant Programs Directorate (GPD) Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. ***FEMA Regional Offices***

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available on the FEMA website at Assistance to Firefighter Grants Regional Contacts.

e. ***Civil Rights***

The FEMA Office of Civil Rights (OCR) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. ***Environmental Planning and Historic Preservation***
GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. ***FEMA GO***
For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 AM – 6 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. ***Noncompliance***
If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. ***With the Consent of the Recipient***
FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. ***Notification by the Recipient***
The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in

its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;

f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

Grant and cooperative agreement recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant or cooperative agreement.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities and intellectual disabilities to the extent practicable.
- Provide auxiliary aids and services, including American Sign Language interpreters, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, needs of individuals with intellectual disabilities, and information access.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-

through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. ***Important Changes to Procurement Standards in 2 C.F.R. Part 200***

States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2

C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as Section D.12.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. ***Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;

- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. ***Supply Schedules and Purchasing Programs***

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;

- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. ***Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. Financial Assistance Programs for Infrastructure

a. ***Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02,

Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy American Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov. and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. ***Waivers***

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

c. ***Definitions***

For BABAA specific definitions, please refer to the FEMA Buy America website at: "Programs and Definitions: Build America, Buy America Act | FEMA.gov."

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

8. Record Retention

a. ***Record Retention Period***

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. ***Types of Records to Retain***
FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, civil rights complaint investigations and compliance reviews, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or

program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see Section F.5.d.iii of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

14. Hazard-Resistant Building Codes

Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities and lives against natural disasters, with an estimated $11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work in support of the multi-agency National Initiative to Advance Building Codes. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications and standards, and to exceed them where feasible."

15. Appendix A – FY 2024 AFG Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the AFG Program. The FY 2024 AFG Program funding notice contains some changes to definitions,

descriptions, and priority categories. Changes include:

- Under Narrative Evaluation Criteria:
  A character count for each narrative section and a link to the Narrative Development Toolkit and Self-Evaluation sheets was added.

- Under Application Tips:
  Clarification that scores for applications with a mix of "High," "Medium," and "Low" priorities may be negatively impacted was added to this section. Applicants must consider priorities under each Activity listed in this NOFO when applying.

- Under Equipment Activity:
  - Clarification that FEMA will consider only "High" priority items for funding was added.
  - The following EMS equipment was added as High Priority:
    - Suction Unit (non-disposable)
    - CPAP Device
    - Power Stair Chair
    - Patient Carbon Monoxide Monitor
    - Capnography/capnometer Device
  - The following EMS equipment was added as Medium Priority:
    - O2 Kit
    - Non-disposable Splints
  - The following EMS equipment was added as Low Priority:
    - Stretcher
    - Backboard
    - Trauma Bag
    - Mass Casualty Kit

- Under Wellness and Fitness Activity:
  A clarification that Priority 1 programs must be already in place or requested in the application before Priority 2 programs will be considered for funding. In addition, the following items were added as ineligible:
    - Saunas (including infrared)
    - Hyperbaric chambers
    - Ice baths
    - Purchase of medical equipment

- Under Grant Writer/Preparation Fees:
  Clarification that the grant writer fee is subject to the cost share requirement was added.

16. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. ***Ineligible Applications and/or Organizations***

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
    - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
    - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment (including quantities) is for which agency/instrumentality. This is permissible

even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. ***Supporting Definitions for this NOFO***

Authority Having Jurisdiction (AHJ) is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of

350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. ***Community Classifications***

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at Urban and Rural.

FY 2024 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

d. ***Application Tips***

The following information may be useful when preparing a competitive application:

- NFPA "FREE ACCESS": As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and

standards available online for free. Please visit NFPA's Free Access page.

- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE. In other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- **Applicants are encouraged to review the funding priorities listed under each activity in Appendix B "Funding Priorities" section in this NOFO. These priorities are marked as "High," "Medium," or "Low" and should be considered when applying for a grant. FEMA will fund items and activities with the highest priority first. Applying for "Medium" or "Low" priority items in addition to "High" priority items/projects may negatively impact the overall score of the activity. In addition, FEMA will only consider "High" priority items for funding under Operations and Safety – Equipment activity.**

e. ***Restrictions on Uses of Award Funds***

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an

existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.

- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.
- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
  - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
  - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
  - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a Regional SCBA request under the PPE activity. Regional requests for Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
  - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.
- Items must be requested using individual item dropdowns in the application (e.g. nozzles and appliances should not be requested under 'Hose (Attack/Supply)' dropdown, but under 'Appliance(s)/Nozzle(s)' option). In addition, items requested as a bundle without details on the number of units and cost per individual component will not be considered for funding.

f. *Funding Priorities*

I. Operations and Safety – Training Overview

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training evaluated using national or state standards
H	Training that brings a department into compliance with recommended NFPA or other national standards
H	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	Training that does not result in certification
M	Training that is self-directed/validated
L	Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response- Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response- Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder		H	H	H
Emergency Medical Technician		H	H	H
Advanced Emergency Medical Technician to Paramedic		H	H	H
Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	440, 460, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1910	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking

to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to $10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, lodging expenses, etc.) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed $50,000 for Operation and Safety requests; this does not apply to SFTA requests

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

II. Operations and Safety – Equipment Overview

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under "Additional Funding" in the "Request Details" section of the application. Make sure to identify the type and scope of training, timeframe, etc. in the item description section. Training must be specific to the use of the

equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Only High (H) priority equipment items listed below will be considered for funding.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants - M Regional Applicants - H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA – H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic Hand Tools (Structural/Wildfire)	Basic Hand Tools (Structural/Wildfire)
M H	Intermediate	Electric/Gas Powered Saws/Tools - M	Electric/Gas Powered Saws/Tools - H
M H	Short	Fit Tester - M	Fit Tester – H

Priority	Age Category	Fire and Fire Regional	SFTA
M H	Long	Foam Eductors - M	Foam Eductors - H
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props - M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) - M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets - M	Headsets - H
M H	Intermediate	Mobile Radios (must be P-25 Compliant) - M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P- 25 Compliant) - M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) - M	Pagers (limited to number of active members) - H
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT

Priority	Age Category	Fire and Fire Regional	SFTA
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Suction Unit (Non-Disposable)	Suction Unit (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Power Stair Chair	Power Stair Chair
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretcher	Stretcher
L	Intermediate	Backboard	Backboard
L	Short	Trauma Bag	Trauma Bag
	Short	Mass Casualty Kit	Mass Casualty Kit
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)
EXTRICATION			
M H	Intermediate	Cutter/Spreader - M	Cutter/Spreader - H
M H	Intermediate	Vehicle Extrication Equipment - M	Vehicle Extrication Equipment - H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator

Priority	Age Category	Fire and Fire Regional	SFTA
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR EQUIPMENT (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
H	Intermediate	Power Stair Chair	Power Stair Chair

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretchers	Stretchers
L	Intermediate	Backboards	Backboards
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	**Purpose of Request**	**Definition**
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	**Purpose of Request**	**Definition**
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
• Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/ construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD • Training specific to the requested equipment	• Requested support activities for equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP • Computing device may be considered for reimbursement if essential to the operation of the funded equipment.

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
• Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) and carrier plans • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities
• Equipment that has a direct effect on firefighters' health and safety • Age of equipment considered for replacement • Equipment that operationally benefits other jurisdictions • Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Technical specifications are located at: FY 2023 SAFECOM Guidance on Emergency Communications Grants.
- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2024 AFG Program funds to support emergency communications activities should review and comply with SAFECOM requirements, including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. Operations and Safety – PPE Overview

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace or purchase new PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Exposure to Per-and polyfluoroalkyl substances (PFAS chemicals) has been linked to cancer and other health effects. Recipients of PPE awards are strongly encouraged to ask potential vendors about their current level of compliance with using PFAS-free materials and to purchase PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured. PPE gear (to include SCBA) that is less than 10 years old and 2 NFPA cycles behind that was deemed damaged/unsafe/unrepairable is eligible for replacement if sufficient justification is provided in the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High (**H**) Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request "to increase supplies" (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildfire PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one

coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.

- FEMA considers PPE gear bags and RIT packs as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.
- Recipients should consider the importance of proper fitting gear when making purchasing decisions. This includes the nuances with proper fitting for female firefighters.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the "Additional Funding" section within the "Request Details" section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Purpose of Request**	**Definitions**
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/ unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/ noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities
• Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced. • Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders
Respiratory H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/ Backpack, Face Piece, and two cylinders)
Wildfire H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets
Specialized PPE M	
• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits

Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators

Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request) • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildfire firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • **Note:** Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

IV. Operations and Safety – Wellness and Fitness Overview

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
Priority 1 Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet current NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals is available here: https://firstrespondercenter.org. Below are the five activities required for a complete Wellness and Fitness program: • Initial medical exams; • Job-related immunization; • Annual medical and fitness evaluation; • Behavioral health; and

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

- Cancer Screening Program to meet NFPA 1582.

Priority 2

Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation;
- Injury/illness rehab;
- Formal fitness, injury prevention; or
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
    - Aerobic Capacity,
    - Body Composition,
    - Muscular Strength,
    - Muscular Endurance and
    - Flexibility.

Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall); note that these will require EHP review

Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships • Saunas (including infrared) • Hyperbaric chambers	• Ice baths • Purchase of medical equipment • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity

V. Operations and Safety – Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via

a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed $100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:
Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	• New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. • Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	• Emergency generators, Air Quality Systems (AQSs) **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems.

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Station maintenance • Resurfacing of bay floors • Interior remodeling not pertaining to the requested project(s) • Food and beverages	Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features

g. *Regional Applications*
A Regional application is an opportunity for a fire department or a nonaffiliated EMS

organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for $1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety). However, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization’s EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant- funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. ***Vehicle Acquisition***

Vehicles purchased with AFG Program funds must be compliant with NFPA 1900 (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildfire firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the

financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities	
H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at: Traffic Incident Management Systems
- New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT
Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit FEMA's website at Assistance to Firefighters Grant Program. Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment; and
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained

through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of equipment for the awarded if already supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and equipment specific to the type of apparatus awarded and as listed in the NFPA 1990.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production **Note: Food and beverages are ineligible travel expenses**

Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages

Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

17. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. ***Help FEMA Prevent Fraud, Waste, and Abuse***
If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. ***Economic Hardship Waivers of Cost Share and Maintenance of Effort***
In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in Information Bulletin No. 427.

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

c. ***Grant Writer/Preparation Fees***
Fees for grant writers may be included as a pre-award expenditure. This expenditure is a subject to the cost-share requirement. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or

debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services;
ii. A copy of the invoice or purchase order;
iii. A copy of the canceled check (front and back); and
iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under $1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application.

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place before submitting the application.

d. ***Maintenance and Sustainment for AFG Programs***

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased. The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period

of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

e. ***Taxes, Fees, Levies, and Assessments***

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the "Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit the Federal Communications Commission website.*

f. ***Excess Funds***

After completing the initial project's purpose in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization's local

needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions
In general, excess funds are limited to no more than $10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The $10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to eight SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the $10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

g. ***Payments and Amendments***
FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances
Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value of Funds Rate.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of the AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

h. ***Disposition of Grant Funded Equipment***
A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of

state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

Fiscal Year (FY) 2024 Assistance to Firefighters Grant

Status: Pending submission

Application ID: EMW-2024-FG-02681

OMB number: 1660-0054, Expiration date: 11/30/2023 View burden statement

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF BOYNTON BEACH

Information current from SAM.gov as of:
11/04/2024

UEI-EFT:
FYYMUAVJDKC6

DUNS (includes DUNS+4):
072247133

Employer Identification Number (EIN):
596000282

Organization legal name:
CITY OF BOYNTON BEACH

Organization (doing business as) name:

Mailing address:
PO BOX 310 BOYNTON BEACH, FL 33425

Physical address:
100 E OCEAN AVE BOYNTON BEACH, FL 33435-4515

Is your organization delinquent on any federal debt?
N

SAM.gov registration status:
Active as of 06/26/2024

☑ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the department or organization applying for this grant.

Applicant name (i.e., fire department name)
City of Boynton Beach

Main address of location impacted by this grant

Main address 1

Main address 2*Optional*

City

State/territory

Zip code

Zip extension

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.
Please provide the following additional information about the applicant.

Applicant type

Fire Department/Fire District

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

- ○ Yes
- ◉ No

What kind of organization do you represent?

All Paid/Career

How many active firefighters does your department have who perform firefighting duties?
A response is required.

How many of your active firefighters are trained to the level of Firefighter I or equivalent?

How many of your active firefighters are trained to the level of Firefighter II or equivalent?

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

- ○ Yes
- ◉ No

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

- ☐ Meets NFPA or 1582 standard
- ☐ Meets NTSB or DOT standard
- ☐ Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?

Does your department have a Community Paramedic program?

- Yes
- No

How many stations are operated by your department?

Does your organization protect critical infrastructure of the state?

- Yes
- No

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

- Yes
- No

Do you offer live fire training?

- Yes
- No

Operating budget

What is your organization's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current Fiscal Year

Fiscal Year	Operating budget
Current fiscal year	$
Current fiscal year - 1	$
Current fiscal year - 2	$

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

%

Does your department have any rainy day reserves, emergency funds, or capital outlay?

- Yes
- No

What percentage of the declared operating budget is derived from the following	Current fiscal year	Current fiscal year - 1	Current fiscal year - 2
Taxes	%	%	%
Bond issues	%	%	%
EMS billing	%	%	%
Grants	%	%	%
Donations	%	%	%
Fund drives	%	%	%
Fee for service	%	%	%
Other	%	%	%
Totals	0 % **Must equal 100**	0 % **Must equal 100**	0 % **Must equal 100**

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

- Yes
- No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

- Yes
- No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

- Yes
- No

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2023	2022	2021
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?			
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?			
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?			
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?			
What is the total number of members with self-inflicted fatalities over the last three years?			

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero.

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface			
Ambulances for transport and/or emergency response			
Tankers or tenders (water capacity of 1,000 gallons or more)			
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint			
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine			

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit			
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle			

How many ALS Response vehicles are in your fleet?

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

- Yes
- No

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served

What type of community does your organization serve?

What is the square mileage of your first due response zone/jurisdiction served?

What percentage of your primary response area is protected by hydrants?

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	
Commercial and industrial purposes	
Residential purposes	
Total	0 **Must equal 100**

What is the permanent resident population of your first due response zone/jurisdiction served?

Do you have a seasonal increase in population?

- Yes
- No

Please describe your organization and/or community that you serve.

Call volume

Please provide the total number of incidents that your organization responded to for each year of the previous three year period (Jan - Dec). Include only those alarms which your organization was a primary responder and not second due or giving Mutual Aid.

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g. a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

Summary of responses per year per category	2023	2022	2021
NFIRS Series 100: Fire			
NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)			
NFIRS Series 300: Rescue & Emergency Medical Service Incident			
NFIRS Series 400: Hazardous Condition (No Fire)			
NFIRS Series 500: Service Call			
NFIRS Series 600: Good Intent Call			
NFIRS Series 700: False Alarm & False Call			
NFIRS Series 800: Severe Weather & Natural Disaster			
NFIRS Series 900: Special Incident Type			
Total	0	0	0

Fire

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2023	2022	2021
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-123)?			
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)?			
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)?			
Total	0	0	0

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

Total acreage per year	2023	2022	2021
What is the total acreage of all vegetation fires?			

Rescue and emergency medical service incidents

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2023	2022	2021
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)?			

How many responses per year per category?	2023	2022	2021
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)?			
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)?			
How many EMS-BLS Response Calls?			
How many EMS-ALS Response Calls?			
How many EMS-BLS Scheduled Transports?			
How many EMS-ALS Scheduled Transports?			
How many Community Paramedic Response Calls?			
Total	0	0	0

Mutual and automatic aid

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2023	2022	2021
How many times did your organization receive Mutual Aid?			
How many times did your organization receive Automatic Aid?			

How many responses per year per category?	2023	2022	2021
How many times did your organization provide Mutual Aid?			
How many times did your organization provide Automatic Aid?			
Of the Mutual and Automatic Aid responses, how many were structure fires?			
Total	0	0	0

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to $75,000 in federal resources.

- ○ Yes
- ○ No

Instructions

If you intend to request funds for an activity, you must answer all of the activity specific questions and specify at least one budget item budget object class information. The cost figures you provide do not have to be firm quotes from your vendors, but they should be estimated based on research of current prices (i.e., check with at least two vendors for your estimates). If you do not have these estimates, you can come back and modify this area at any point before you submit your application to DHS. The Assistance to Firefighters Grant Program does not allow for any grant funds to be used for construction. Select grant writer fee when adding an activity if there is a grant-writing fee associated with the preparation of the request

Help Guides

FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on FEMA website: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants/documents. The documents are designed to assist applicants with narrative preparation and provide specific criteria used by a panel of peer reviewers when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.

There has to be at least one activity

Total charges MUST be greater than $0

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Total		

Is your proposed project limited to one or more of the following activities : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

- Yes
- No

Budget summary

Budget summary

Object class categories		Total
Personnel		$
Fringe benefits		$
Travel		$
Equipment		$
Supplies		$
Contractual		$
Construction		$
Other		$
Total direct charges		$

Object class categories		Total
Indirect charges		$
TOTAL		$

Non-federal resources

Applicant	$0
State	$0
Other sources	$0
Remarks	

Total Federal and Non-federal resources

Federal resources	-
Non-federal resources	-
TOTAL	$
Program income	$0

Non-federal resources discrepancy

The combined Non-federal resources (Applicant + State + Other sources) must equal the overall total Non-federal resources of $.

Total charge error

Total charges MUST be greater than $0

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

Yes

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Add a point of contact.

At least one point of contact is required.

Add a point of contact

Assurances and certifications

SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2025 View burden statement

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL

1. Type of federal action:

2. Status of federal action:

3. Report Type:

4. Name and address of reporting entity:

Prime

SubAwardee

Name

Street 1

Street 2

City

State

Zip

Zip Ext

Congressional district, if known:

6. Federal department/agency:

7. Federal program name/description:

CFDA number, if applicable:

8. Federal action number, if known:

9. Award amount, if known:

$

10a. Name and address of lobbying registrant:

Prefix*Optional*

First Name

Middle Name*Optional*

Last Name

Suffix*Optional*

Street 1

Street 2*Optional*

City

State*Optional*

Zip*Optional*

Zip Ext*Optional*

10b. Individual performing services: (including address if different from No. 10a)

Prefix*Optional*

First Name

Middle Name*Optional*

Last Name

Suffix*Optional*

Is the individual performing services' address the same as the lobbying registrant's address?

Yes

No

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Review application

Submit for signature

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.

SAM.gov profile	View/edit
Applicant information	View/edit
Applicant characteristics	View/edit
Operating budget	View/edit
Community description	View/edit
Applicant and community trends	View/edit
Call volume	View/edit
Grant request details	View/edit
Grant request summary	View/edit
Budget summary	View/edit
Contact information	

	View/edit
Assurances and certifications	View/edit

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-320- Accepting the grant for the Department of Justice, Office of Community Oriented Policing FY 24 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement, authoring the Mayor to execute the grant agreement and all other documents necessary to effectuate the intent of this Resolution that do not increase the City's financial obligations, subject to the approval of the City Attorney.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-320.

Explanation of Request:

The City of Boynton Beach was awarded $160,620 from the Department of Justice, Office of Community Oriented Policing FY 24 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement. The funding will be used to advance the law enforcement officers' capabilities in de-escalation and crisis response through the ICAT (Integrating Communications, Assessment, and Tactics) Train-the-Trainer Program. The project involves assessing current training needs, implementing the ICAT training program, and developing an internal curriculum tailored to the unique challenges faced by Boynton Beach law enforcement.

How will this affect city programs or services? This initiative aims to bolster officer proficiency in handling high-stress situations with minimal force, thereby enhancing public safety and fostering positive community relations.

Fiscal Impact: By accepting this award the Police Department will receive $160,620, for specialized law enforcement training.

Attachments:
R24-320 Agenda_Item_2517-2023_Resolution_accepting_grant_for_De-Escalation_and_Crisis_Response_Training_for_LE.docx
Agenda Item 2517-2023 Resolution accepting grant for De-Escalation and Crisis Response Training for LE.docx
Award_Package_FAW-186155.pdf

RESOLUTION NO. R24-320

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCEPTING THE GRANT OFFERED BY THE DEPARTMENT OF JUSTICE FOR $160,620 FOR ENHANCING DE-ESCALATION AND CRISIS RESPONSE TRAINING FOR LAW ENFORCEMENT; AUTHORIZING THE MAYOR, IF AWARDED, TO ACCEPT THE GRANT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the 2024 FY24 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies ("Safer Outcomes") grant, offered to the City of Boynton Beach by the Department of Justice ("DOJ") to advance training of law enforcement officer capabilities in de-escalation and crisis response; and

WHEREAS, the primary goal of the Safer Outcomes grant is to bolster officer proficiency in handling high-stress situations with minimal force, thereby enhancing public safety and fostering positive community relations with the community; and

WHEREAS, the City seeks to apply to the Safer Outcomes grant for critical training and equipment, which would provide an award of $160,620; and

WHEREAS, the City intends to use the funds to provide specialized law enforcement training in de-escalation and crisis response; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City to approve and accept the Safer Outcomes grant award in the amount of $160,620; authorize the Mayor to execute the grant agreement; authorize the City Manager to take all administrative and budgetary actions necessary to implement the grant; and authorize the Mayor to execute any amendments to the Safer Outcomes Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, hereby accepts the Safer Outcomes grant award in the amount of $160,620; authorizes the Mayor to execute the grant agreement; authorizes the City Manager to take all administrative and budgetary actions necessary to implement the grant; and authorizes the Mayor to execute any amendments to the Safer Outcomes Agreement that do not increase the City's financial obligations, subject to review by the office of the City Attorney for legal sufficiency.

SECTION 3. This Resolution shall become effective as provided by 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

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R24-XXX

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CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
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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

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BOYNTON BEACH PO BOX 310
City, State and Zip:	BOYNTON BEACH, FL 33425
Recipient UEI:	FYYMUAVJDKC6

Project Title: FY24 City of Boynton LEA Safer Outcomes Award	**Award Number:** 15JCOPS-24-GG-05387-DETU
Solicitation Title: FY24 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies	
Federal Award Amount: $160,620.00	**Federal Award Date:** 11/14/24
Awarding Agency: Office of Community Oriented Policing Services	
Funding Instrument Type: Grant	
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/26
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/26

Project Description:

The City of Boynton Beach will use FY24 Safer Outcomes funding to advance its law enforcement officers' capabilities in de-escalation and crisis response through the ICAT (Integrating Communications, Assessment, and Tactics) Train-the-Trainer Program. This initiative aims to bolster officer proficiency in handling high-stress situations with minimal force, thereby enhancing public safety and fostering positive community relations. The project involves conducting a comprehensive assessment of current training needs, implementing the ICAT training program, and developing an internal curriculum tailored to the unique challenges faced by Boynton Beach law enforcement. Success will be gauged by improved officer response to crisis situations, increased community satisfaction, and a reduction in use-of-force incidents. Funding will cover training expenses, including officer overtime for training which may be outside of regular worked scheduled. This investment will enable the City of Boynton Beach to foster a culture of effective, compassionate policing, ultimately enhancing both officer safety and community trust.

Award Letter

November 14, 2024

Dear Joseph DeGiulio,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BOYNTON BEACH for an award under the funding opportunity entitled 2024 FY24 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies. The approved award amount is $160,620.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF BOYNTON BEACH

UEI
FYYMUAVJDKC6

ORI Number
no value

Street 1
PO BOX 310

Street 2

City
BOYNTON BEACH

State/U.S. Territory
Florida

Zip/Postal Code
33425

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
11/14/24

Award Type
Initial

Award Number
15JCOPS-24-GG-05387-DETU

Supplement Number
00

Federal Award Amount
$160,620.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies

Awarding Agency
COPS

Application Number
GRANT14219268

Grant Manager
LINDA BRASWELL

Phone Number
202-394-2808

E-mail Address
Linda.Braswell@usdoj.gov

Project Title
FY24 City of Boynton LEA Safer Outcomes Award

Performance Period Start Date
10/01/2024

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2024

Budget Period End Date
09/30/2026

Project Description
The City of Boynton Beach will use FY24 Safer Outcomes funding to advance its law enforcement officers' capabilities in de-escalation and crisis response through the ICAT (Integrating Communications, Assessment, and Tactics) Train-the-Trainer Program. This initiative aims to bolster officer proficiency in handling high-stress situations with minimal force, thereby enhancing public safety and fostering positive community relations. The project involves conducting a comprehensive assessment of current training needs, implementing the ICAT training program, and developing an internal curriculum tailored to the unique challenges faced by Boynton Beach law enforcement. Success will be gauged by improved officer response to crisis situations, increased community satisfaction, and a reduction in use-of-force incidents. Funding will cover training expenses, including officer overtime for training which may be outside of regular worked scheduled. This investment will enable the City of Boynton Beach to foster a culture of effective, compassionate policing, ultimately enhancing both officer safety and community trust.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/27/24 5:47 PM

Comments
No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	no value
Civilian or Non-Sworn Personnel:	$0	$0	$0	no value
Travel:	$0	$0	$0	no value
Equipment:	$0	$0	$0	no value
Supplies:	$0	$0	$0	no value
SubAwards:	$0	$0	$0	no value
Procurement Contracts:	$29,580	$0	$29,580	no value
Other Costs:	$131,040	$0	$131,040	no value
Total Direct Costs:	$160,620	$0	$160,620	no value
Indirect Costs:	$0	$0	$0	no value
Total Project Costs:	$160,620	$0	$160,620	no value
Federal Funds:	$160,620	$0	$160,620	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

Budget Category
Sworn Officer
Civilian Personnel

Travel
Equipment
Supplies
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 3
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 6
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award

or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states

as defined in 2 CFR 200.1.
The terms ‘‘severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ ‘‘sex trafficking,’’ ‘‘Abuse or threatened abuse of law or legal process,’’ ‘‘coercion,’’ ‘‘debt bondage,’’ and ‘‘involuntary servitude’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 10
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15
Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland

Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a

recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 24
Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet th

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 25
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 26
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27
Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 28
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 29
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 30
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 31
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 32
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 33
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 34
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 35
Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

Condition 36
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient’s COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 37
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, January 25, 2021.

Condition 38
Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	Hugh T. Clements	11/8/24 4:05 PM

Authorized Representative

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-327- Approve first amendment to the agreements with Pathways to Prosperity and the Wounded Veterans Relief Fund to comply with the ARPA funds' December 31, 2024, obligation deadline and authorizing the Mayor to execute all related documents, subject to the approval of the City Attorney.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-327.

Explanation of Request:

Recipients of State and Local Fiscal Recovery Funds (SLFRF) American Rescue Plan (ARPA) funds have been received to support the response and recovery from the pandemic. The City of Boynton Beach is diligently working to comply with the Treasury's evolving guidelines.

The City of Boynton Beach received $13,647,904 in funding from the State and Local Fiscal Recovery Funds (SLFRF) American Rescue Plan. Funds for all eligible uses must be expended by December 31, 2026, and must be obligated by December 31, 2024.

Funds under ARPA that are not obligated or expended for eligible uses by the timelines above must be returned to the U.S. Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, "incurred" means the recipient has incurred an obligation. See 31 CFR 35.3 and 35.5(b).

The amendments extend the contracts through 2026.

How will this affect city programs or services? The ARPA Fiscal Recovery Funds can be use to expand or create projects, programs and services that respond to or mitigate the harmful consequences of the economic disruptions resulting from COVID-19 public health emergency.

Fiscal Impact:

The State and Local Fiscal Recovery Funds (SLFRF) American Rescue Plan offered by the

Department of Treasury funded $13,647,904.

Attachments:
R24-327 Agenda_Item_2518-2023_Resolution_for_Pathways_to_Prosperity_and_the_Wounded_Veterans_Relief_ARPA_A
First Amendment to Agreement between Pathways to Prosperity and the City of Boynton Beach
First Amendment to Agreement Between Wounded Veterans Relief Fund and the City of Boynton Beach
R21-131 - Agreement between City of Boynton Beach and Pathways to Prosperity for Administration of Rental and Utility Assistance
R23-009 - Agreement between City of Boynton Beach and Wounded Veterans Relief Fund for Housing Support
NOVEMBER 2023 - Obligation_Interim_Final_Rule_2023

RESOLUTION NO. R24-327

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE FY 2022-2023 ARPA SUBRECIPIENT GRANT AGREEMENT BETWEEN THE CITY AND WOUNDED VETERANS RELIEF FUND EXTENDING THE AGREEMENT THROUGH DECEMBER 31, 2026, AND APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY RENTAL, UTILITY, AND RELOCATION ASSISTANCE PROGRAM BETWEEN THE CITY AND PATHWAYS TO PROSPERITY, INC., EXTENDING THE AGREEMENT THROUGH DECEMBER 31, 2026; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and Wounded Veterans Relief Fund entered into a FY 2022-2023 ARPA Subrecipient Grant Agreement dated February 6, 2023, approved by Resolution No. R23-009; and

WHEREAS, the City and Pathways to Prosperity, Inc., entered into a Professional Services Agreement for Emergency Rental, Utility, and Relocation Assistance Program dated September 23, 2021, approved by Resolution No. R21-131; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve Amendment No. 1 to the FY 2022-2023 ARPA Subrecipient Grant Agreement between the City and Wounded Veterans Relief Fund extending the Agreement through December 31, 2026, and approve Amendment No. 1 to the Professional Services Agreement for Emergency Rental, Utility, and Relocation Assistance Program between the City and Pathways to Prosperity, Inc., extending the Agreement through December 31, 2026.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve Amendment No. 1 to the FY 2022-2023 ARPA Subrecipient Grant Agreement between the City and Wounded Veterans Relief Fund, extending the Agreement through December 31, 2026 (the “Amendment”), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve Amendment No. 1 to the Professional Services Agreement for Emergency Rental, Utility, and Relocation Assistance Program between the City and Pathways to Prosperity, Inc., extending the Agreement through December 31, 2026 (the "Amendment"), in form and substance similar to that attached as Exhibit B.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendments and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Amendments as a public record of the City. A copy of the fully executed Amendments shall be provided to Mirna Crompton to forward to the other parties.

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

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO 1
TO AGREEMENT
BETWEEN
PATHWAYS TO PROSPERITY
AND
CITY OF BOYNTON BEACH

This First Amendment to Agreement is made by and between the City of Boynton Beach and Pathways to Prosperity (Grantee), a nonprofit of the State of Florida, on the date last signed below.

WHEREAS, the City entered into the Agreement with the Grantee for Emergency Rental, Utility, and Relocation Assistance Program ("Agreement"), effective September 23, 2021; and,

WHEREAS, the Grantee has requested an extension to the Agreement term.

NOW, THEREFORE, the City and Grantee hereby agree as follows:

The Agreement is hereby amended to extend the term through December 31, 2026.

All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BOYNTON BEACH

By: _____

_____
Print Name and Title

_____
Date

PATHWAYS TO PROSPERITY

By: _____

Kimberly C. Bush
Print Name and Title

12-12-2024
Date

AMENDMENT NO 1
TO AGREEMENT
BETWEEN
WOUNDED VETERANS RELIEF FUND
AND
CITY OF BOYNTON BEACH

This First Amendment to Agreement is made by and between the City of Boynton Beach ("City") and Wounded Veterans Relief Fund ("Grantee"), a nonprofit of the State of Florida, on the date last signed below.

WHEREAS, the City entered into the Agreement with the Grantee for Boynton Beach Veterans Emergency Housing Assistance ("Agreement"), effective February 6, 2023; and,

WHEREAS, the Grantee has requested an extension to the Agreement term.

NOW THEREFORE, the City and Grantee hereby agree as follows:

The Agreement is hereby amended to extend the term through December 31, 2026.

All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BOYNTON BEACH	WOUNDED VETERANS FUND
By: _____	By: _____
_____	Nicholas Cannon / Director of Development
Print Name and Title	Print Name and Title
_____	12 / Dec / 24
Date	Date

RESOLUTION NO. R21-131

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT OF 2021 FUNDS (ARPA) UP TO $75,000 AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH PATHWAYS TO PROSPERITY TO ADMINISTER EMERGENCY RENTAL, UTILITY, AND RELOCATION ASSISTANCE TO THE RESIDENTS OF BOYNTON BEACH EXPERIENCING LOSS OF INCOME DUE TO COVID-19; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County was awarded $45.2 million dollars of U.S. Treasury Emergency Rental, Utility, and Relocation Assistance (ERA) funding to assist tenants with financial hardships effected directly or indirectly by COVID-19; and

WHEREAS, Pathways to Prosperity has partnered with Palm Beach County to provide administration and application intake of residents Countywide for rental and utility assistance; 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 of the City of Boynton Beach to authorize the use of American Rescue Plan Act of 2021 funds (ARPA) up to $75,000 and authorize the City Manager to sign an agreement with Pathways to Prosperity to administer Emergency Rental, Utility, and Relocation Assistance to the residents of Boynton Beach experiencing loss of income due to COVID-19.

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 approves and authorizes the use of American Rescue Plan Act of 2021 funds (ARPA) up to

$75,000 and authorize the City Manager to sign an Agreement with Pathways to Prosperity to administer Emergency Rental, Utility, and Relocation Assistance to the residents of Boynton Beach experiencing loss of income due to COVID-19. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 21st day of September, 2021.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Justin Katz	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Ty Penserga	✓	
VOTE	5-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY RENTAL, UTILITY, AND RELOCATION ASSISTANCE PROGRAM

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 Pathways to Prosperity, Inc. a non-profit organization authorized to do business in the State of Florida, with a business address of 639 East Ocean Avenue, Suite 101, Boynton Beach, FL 33435, hereinafter referred to as "AGENCY". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

WHEREAS, the CITY received American Rescue Plan (ARP) funding, and

WHEREAS, on January 21, 2021, Palm Beach County received funding to implement U.S. Treasury Emergency Rental, Utility, and Relocation Assistance Program (ERA); and

WHEREAS, the CITY will engage a non-profit organization to assist with the application process for emergency rental, utility, and relocation assistance from Palm Beach County for the City of Boynton Beach households experiencing loss of income due to COVID-19; and

WHEREAS, the AGENCY has agreed to assure that individuals referred from City departments, divisions, and/or programs will receive services on a timely basis; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 AGENCY hereby agrees to perform the services for the Emergency Rental, Utility, and Relocation Assistance Program, as more particularly described in the scope of work, attached hereto as Exhibit "A" and by this reference made a part hereof.

1.2 AGENCY shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

1.3 AGENCY assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by its profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises AGENCY thereof in writing, AGENCY agrees to re-perform such deficient services without charge to the CITY.

1.4 The relationship between CITY and AGENCY created hereunder and the services to be provided by AGENCY pursuant to this Agreement are non-exclusive. CITY shall be free

to pursue and engage similar relationships with other contractors to perform the same or similar services performed by AGENCY hereunder, so long as no other AGENCY shall be engaged to perform the specific project(s) assigned to AGENCY while AGENCY is so engaged without first terminating such assignment. AGENCY shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by AGENCY hereunder.

1.5 AGENCY shall not utilize the services of any sub-AGENCY without the prior written approval of CITY.

1.6 The CITY's Representative during the performance of this Agreement shall be John Durgan, Economic Development Manager, 561-742-6014.

1.7 The AGENCY'S Representative during the performance of the Agreement shall be Kemberly Bush, CEO & Executive Director, 561-903-7743.

ARTICLE 2 - TERM

2.1 The AGENCY shall commence services after September 22, 2021, and complete services when all program funding as been expended.

2.2 The parties shall amend the Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.

2.3 Monthly billing, reports, and other items shall be delivered or completed in accordance with the detailed schedule set forth in the scope of work Exhibit "A" and the AGENCIES PROGRAMMATIC REQUIREMENTS.

2.4 The total amount to be paid by the CITY under this Agreement for all services and materials should not exceed a total amount of **SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS ($75,000.00).**

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Agreement shall commence upon the giving of notice by the CITY to the AGENCY by way of a purchase order. AGENCY shall perform all services and provide all work products required pursuant to this Agreement within the time period set forth herein unless otherwise agreed to in the purchase order.

ARTICLE 4 - PAYMENT

4.1 The AGENCY shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

A. Payment for the work provided by the AGENCY shall be made promptly on all invoices submitted to the CITY properly and in accordance with the scope of work Exhibit "A".

B. The AGENCY may submit invoices to the CITY during the progress of the contract term. Invoices shall include information such as the date(s) of service, type of service(s) performed, length of time spent, the level/status of the employee performing the task if relevant, all applicable fees and costs, an adequate description for all fees and costs, and any other information reasonably required by CITY. Such invoices will be reviewed by the CITY, and upon approval thereof, payment will be made to the AGENCY in the amount approved.

C. Final payment of any balance due to the AGENCY of the total price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the work under this Agreement and its acceptance by the CITY.

D. The payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

E. The Professional's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the CITY and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to AGENCY, all documents, drawings, specifications, and other materials produced by the AGENCY in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the AGENCY shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with AGENCY's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of AGENCY, shall be at the CITY's sole risk and without liability to AGENCY and AGENCY'S sub-AGENCIES.

ARTICLE 6 - FUNDING

6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 AGENCY represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. AGENCY's services shall meet a standard of care for [service description]. In submitting its response to the RFP, AGENCY has represented to CITY that certain individuals employed by AGENCY shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, AGENCY shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 AGENCY shall, in performing the services contemplated by this Service Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

9.1 The AGENCY 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, 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 AGENCY, its employees, agents, partners, principals or subcontractors. The AGENCY 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.

9.2 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.

9.3 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.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Agreement, AGENCY shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Director of Human Resources and Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. AGENCY shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

A. **Worker's Compensation Insurance**: The AGENCY 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 sub-AGENCY that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

B. **Comprehensive General Liability**: The AGENCY 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 AGENCYs, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. AGENCY 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.

C. **Business Automobile Liability**: The AGENCY shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The AGENCY shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the AGENCY 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 AGENCY or by anyone directly or indirectly employed by the AGENCY.

D. **Professional Liability (Errors and Omissions) Insurance**: The AGENCY shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

E. **Umbrella/Excess Liability Insurance** in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow 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.

10.2 AGENCY 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.

10.3 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 canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

10.4 The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and 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.

ARTICLE 11 - INDEPENDENT AGENCY

11.1 AGENCY is an independent AGENCY with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither AGENCY nor any employee of AGENCY 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 AGENCY, or any employee of AGENCY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The AGENCY warrants that he has not employed or retained any company or person, other than a *bonafide* employee working solely for the AGENCY, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a *bonafide* employee working solely for the AGENCY, 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.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Agreement by the AGENCY shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the AGENCY's most favored customer for the same or substantially similar service.

13.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside agencies. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

14.1 The AGENCY, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

15.1 The AGENCY shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

16.1 A waiver by either CITY or AGENCY of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 – TERMINATION

17.1 **Termination for Convenience**: This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the terminating party to the

other party for such termination in which event the AGENCY shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the AGENCY abandons the Agreement or causes it to be terminated, the AGENCY shall indemnify the CITY against loss pertaining to this termination.

17.2 **Termination for Cause**: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should AGENCY 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) days after receipt by AGENCY of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

18.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located in Palm Beach County.

18.2 **Correction of Work**. If in the judgment of CITY, work provided by AGENCY does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that AGENCY 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.

18.3 **Remedies in Default**. In case of default by AGENCY, CITY shall notify AGENCY, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct AGENCY to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify AGENCY of such declaration of default and terminate the Agreement.

A. Upon such declaration of default, all payments remaining due AGENCY at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to AGENCY.

B. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to AGENCY together with the costs incident thereto to such default.

C. In the event CITY completes the Agreement at a lesser cost than would have been payable to AGENCY under this Agreement, if the same had been fulfilled by AGENCY, CITY shall retain such differences. Should such cost to CITY be greater, AGENCY shall pay the amount of such excess to the CITY.

D. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by AGENCY fails to meet reasonable standards of the trade after CITY gives written notice to the AGENCY of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by AGENCY of such notice from CITY.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither the CITY nor AGENCY 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 pandemic, epidemic, acts of God, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from the performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing the continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

City of Boynton Beach
Attn: Lori LaVerriere, City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to AGENCY shall be sent to the following address:

Pathways to Prosperity
639 E. Ocean Avenue
Boynton Beach, FL 33435
Attn: Kemberly Bush
Phone: 561-903-7743

ARTICLE 21 - INTEGRATED AGREEMENT

21.1 This Agreement, together with the scope of work, represents the entire and integrated agreement between the CITY and the AGENCY and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and AGENCY.

ARTICLE 22 - MISCELLANEOUS

22.1 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.

22.2 It shall be the AGENCY'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.

22.3 This Agreement represents the entire and integrated agreement between CITY and AGENCY and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be 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 AGENCY's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.

22.4 This Agreement will take effect once signed by both parties. 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.

ARTICLE 23 – PUBLIC RECORDS

23.1 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 Section 119.07, Florida Statutes.

23.2 The CITY is a public agency subject to Chapter 119, Florida Statutes. The AGENCY shall comply with Florida's Public Records Law. Specifically, the AGENCY 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, AGENCY shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the AGENCY transfers the records in its possession to the CITY; and

D. Upon completion of the contract, AGENCY shall transfer to the CITY, at no cost to the CITY, all public records in AGENCY'S possession. All records stored

electronically by AGENCY 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6061
GIBSONC@BBFL.US

ARTICLE 24 – SCRUTINIZED COMPANIES

24.1 By execution of this Agreement, AGENCY certifies that it is not participating in a boycott of Israel. AGENCY further certifies that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has it 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 AGENCY of the CITY's determination concerning the false certification. AGENCY 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, AGENCY 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 AGENCY 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.

ARTICLE 25 – E-VERIFY

25.1 AGENCY 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.

25.2 Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or AGENCY.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

25.3 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. The 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-AGENCYs/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. The 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.

ARTICLE 26 – FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, vendor shall comply with the all applicable federally required standard provisions whether set forth herein below, in 2 CFR Part 200, or otherwise. Any reference made to AGENCY in this section shall also apply to any subcontractor under the terms of this Agreement.

26.1 **Equal Employment Opportunity**. During the performance of this contract, AGENCY agrees as follows:

A. AGENCY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. AGENCY will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. AGENCY will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with AGENCY's legal duty to furnish information.

D. AGENCY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of AGENCY's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of AGENCY's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. AGENCY will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. AGENCY will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY, and refer the case to the Department of Justice for appropriate legal proceedings.

26.2 **Davis-Bacon Act**. AGENCY shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, AGENCY must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, AGENCY must be required to pay wages not less than once a week.

26.3 **Copeland "Anti-Kickback" Act**. AGENCY shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29

CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). AGENCY must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

26.4 **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) AGENCY must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

A. **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (A) of this section the AGENCY and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. **Withholding for unpaid wages and liquidated damages**. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by AGENCY or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (26.4.2) of this section.

D. **Subcontracts**. AGENCY or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

26.5 AGENCY 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A. **Clean Air Act**. AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. AGENCY agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. AGENCY agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

B. **Federal Water Pollution Control Act**. AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. AGENCY agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. AGENCY agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars ($150,000) financed in whole or in part with Federal assistance.

26.6 **Suspension and Debarment**. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such AGENCY is required to verify that none of the AGENCY's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A. AGENCY must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that AGENCY did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

B. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. AGENCY shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

26.8 **Compliance with State Energy Policy and Conservation Act**. AGENCY shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

26.9 **Procurement of Recovered Materials**. The CITY and AGENCY must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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.

26.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), AGENCY shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, U.S. DOT Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

26.11 **Rights to Inventions**. AGENCY agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

26.12 **No Obligation by the Federal Government**. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

26.13 **Department of Homeland Security (DHS) Seal, Logo, and Flags**. AGENCY shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

26.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. AGENCY will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

26.15 **Fraudulent Statements**. AGENCY acknowledges that 31 U.S.C. Chap. 38 applies to AGENCY's actions pertaining to this Agreement.

26.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming;

substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

A. **Prohibitions**.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (B) of this clause applies, the AGENCY and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

B. **Exceptions**.

i. This clause does not prohibit AGENCY from providing: (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to: (a) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

C. **Reporting requirement**.

i. In the event AGENCY identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The AGENCY shall report the following information pursuant to this section: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required by this Section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The AGENCY shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

26.17 **Domestic Preference for Procurements**. As appropriate, and to the extent consistent with law, the AGENCY should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26.18 **Affirmative Socioeconomic Steps**. If subcontracts are to be let, AGENCY is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

26.19 **License and Delivery of Works Subject to Copyright and Data Rights**. If applicable, the AGENCY grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, AGENCY will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software

and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, AGENCY will deliver to the AGENCY data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by AGENCY.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

DATED this 23rd day of September, 2021.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager
Attest/Authenticated:

for Tammye Stanziale
City Clerk

Approved as to Form:

James A. Cherof, City Attorney
For

PATHWAYS TO PROSPERITY

Kemberly C. Bush
Signature / Name

CEO/Executive Director
Title

(Corporate Seal)

Attest/Authenticated:

Witness

IOLA RITA SIMMONS
MY COMMISSION EXPIRES
AUGUST 3, 2024
#HH 027277
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

September 23, 2021

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only) **MINIMUM LIMITS REQUIRED**		
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
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 Employee	$ 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

-

ANTI-KICKBACK AFFIDAVIT

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: Kemberly C. Bush
NAME - SIGNATURE

Sworn and subscribed before me
this 23rd day of September, 2021

Printed Information:

Kemberly C. Bush
NAME

CEO/Executive Director
TITLE

NOTARY PUBLIC, State of Florida
at Large

Pathways to Prosperity, Inc.
COMPANY

IOLA RITA SIMMONS
MY COMMISSION EXPIRES
AUGUST 3, 2024
HH 027277
NOTARY PUBLIC, STATE OF FLORIDA

"OFFICIAL NOTARY SEAL" SEAL/STAMP

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Kemberly C. Bush/CEO, on behalf of Pathways to Prosperity, Inc certify

Print Name and Title — Company Name

that Pathways to Prosperity, Inc. 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 Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to 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 Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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.

Pathways to Prosperity, Inc.	
COMPANY NAME	SIGNATURE
Kemberly C. Bush	CEO/Executive Director
PRINT NAME	TITLE

E-VERIFY FORM

Project Name: Emergency Rental, Utility, and Relocation Assistance Program

Project No.: 117-2419-21

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
   b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
   c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination
   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
   d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
   e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Pathways to Prosperity, Inc.
Authorized Signature:	
Print Name:	Kemberly C. Bush
Title	CEO/Executive Director
Date:	09/23/2021
Phone:	(561) 903-7743

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2021, by Kemberly Bush on behalf of _____. He/she is personally known to me or has produced _____ as identification.

IOLA RITA SIMMONS
MY COMMISSION EXPIRES
AUGUST 3, 2024
#HH 027277
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

EXHIBIT "A"

Scope of Services

Pathways to Prosperity
639 E. Ocean Ave. Ste. 101
Boynton Beach, FL. 33435
Job Description

Title: Emergency Response Specialist
Salary: $15.00 - $18.00 / Hour
FLSA Status: Non-Exempt / Full-Time
Date Revised: 09/14/21

Job Summary:
The role of the Emergency Response Specialist is to assist clients with the assimilation, completion & review of applications for rental emergency assistance.
Essential Job Functions / Responsibilities:

- Review OSCARSS Covid-19 ERA applications and screen for eligibility.
- Collect / Review supporting documentation to support eligibility.
- Review and confirm vendor code in application. If vendor has not registered with Palm Beach County, staff will follow-up with vendor to register and provide vendor code.
- For rental assistance, staff will confirm through Palm Beach Counties Property Appraisers website that landlord owns home being rented.
- Once eligibility has been determined and vendor code included on application staff will approve application.
- Staff will then submit completed packet to fiscal specialist for final approval.
- If applications are returned due to error(s) or are incomplete, the staff person will contact the client to make any necessary corrections.
- Staff person will follow-up 2-3 business days following submission to determine status.
- If application has been approved, staff person will contact applicant for further explanation of how proceeds will be distributed.
- If application is denied staff person will follow-up with client to assist with any additional questions regarding declination.
- Perform other duties as assigned by the Executive Director / Program Director to resolution and or completion.

Essential Competencies:

- Time Management – Has an ability to complete tasks in a timely and resolute manner.
- Team Work – Contributes positively to team / agency morale and spirit.
- Takes initiative – Assumes personal responsibility to resolve problems, proposes ideas, solutions, result's driven.
- Organized – Plans and manages workload, timekeeping, meetings applicable deadlines, meets commitments and is reliable.
- Effectiveness – Is efficient and productive with consistent effort / Ensures actions and results are timely and consistent.
- Is able to deal with change, manages stress and conflicts well and can accept feedback from supervisors.

Qualifications:
-Bachelor's degree preferred
-May exchange years of education for years of experience
-Minimum 2 years' experience in related responsibilities
-Bilingual, as needed for the community

Attachment "A"

Wounded Veterans Relief Fund

Scope of Services

City of Boynton Beach ARPA Subrecipient
for Coronavirus State and Local Fiscal Recovery Funds

Project Name:	Boynton Beach Veteran Emergency Housing Assistance
Project Location:	Boynton Beach
Project Manager:	Alana Long
Company:	Wounded Veterans Relief Fund
Contact Name:	Michael Durkee
Contact Email and Phone Number:	mdurkee@wvrf.org
Contact Mailing Address:	300 Prosperity Farms Road, Suite F, North Palm Beach, FL 33408
Project Description	Funding for housing support for homeless veterans and veterans on the verge of homelessness (homelessness prevention)
Deliverables: (Metrics/Outcomes)	Veterans will be tracked in our case-management system. The number of veterans helped and their stories will be shared with the City of Boynton Bch.
Payment Terms:	In-Advance
Project Timeline:	January 18, 2023 to January 18, 2024 Subrecipient must provide quarterly reports as indicated in the **Quarterly Reporting Schedule** below. Quarterly reports must include: • All ARPA funds received from the City for each quarter and total to date. • All eligible expenditures of ARPA funds received from the City each quarter and total to date. • All metrics and outcomes for each quarter and total to date. • All receipts for eligible expenditures of ARPA funds spent within the reporting quarter.

Quarterly Reporting Schedule

Report	Year	Quarter	Period Covered	Due Date
1	2022	1	January 1 – March 31	April 15, 2022
2	2022	2	April 1 – June 30 July 31	July 15, 2022
3	2022	3	July 1 – September 30	October 15, 2022
4	2022	4	October 1 – December 31	January 15, 2023
5	2023	1	January 1 – March 31	April 15, 2023
6	2023	2	April 1 – June 30 July 31	July 15, 2023
7	2023	3	July 1 – September 30	October 15, 2023
8	2023	4	October 1 – December 31	January 15, 2024
9	2024	1	January 1 – March 31	April 15, 2024
10	2024	2	April 1 – June 30 July 31	July 15, 2024
11	2024	3	July 1 – September 30	October 15, 2024

	12	2024	4	October 1 – December 31	January 15, 2025	

BUDGET

Veteran Rent/mortgage assistance	**$25,000**	**Eviction prevention**	**Homelessness prevention**
Temporary shelter (hotel)	**$6,500**	**Interim housing**	**Homelessness assistance**
Initial Move-in Costs	**$18,500**	**Stable housing**	**Homelessness assistance**
Total	**$50,000**		

RESOLUTION R23-009

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE ARPA SUBRECIPIENT AGREEMENT FOR THE WOUNDED VETERANS RELIEF FUND TO PROVIDE HOUSING SUPPORT FOR HOMELESS VETERANS AND VETERANS ON THE VERGE OF HOMELESSNESS FOR A TOTAL AMOUNT OF $50,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and established the US Department of Treasury Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, on December 6, 2022, the Boynton Beach City Commission approved funding for the Wounded Veterans Relief Fund to provide housing support for homeless veterans and veterans on the verge of homelessness (homelessness prevention; and

WHEREAS, these ARPA funded programs will address priorities established by the U.S. Treasury to support economic stabilization for households and businesses and to address economic challenges that have contributed to the disproportionate impact of the pandemic; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents to approve and authorize the Mayor to sign the ARPA Subrecipient Agreement for the Wounded Veterans Relief Fund to provide housing support for homeless veterans and veterans on the verge of homelessness for a total amount of $50,000.00.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the ARPA Subrecipient Agreement for the Wounded Veterans Relief Fund to provide housing support for homeless veterans and veterans on the verge of homelessness for a total amount of $50,000.00, a copy of the Agreement is attached hereto as Exhibit "A".

Section 3. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 17th day of January, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	Absent	
Vice Mayor – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 4-0

ATTEST:

Maylee DeJesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

FY 2022-2023 ARPA SUBRECIPIENT GRANT

AGREEMENT between CITY OF BOYNTON BEACH

and

WOUNDED VETERANS RELIEF FUND

THIS AGREEMENT entered into this 6 day of February, 2023 is between the CITY OF BOYNTON BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and Wounded Veterans Relief Fund hereinafter referred to as "the SUBRECIPIENT," having its principal office at 300 Prosperity Farms Road, Suite F, North Palm Beach, FL 33408 and its Federal Tax Identification Number as 26-2886846

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the execution and implementation the American Rescue Plan Act (ARPA) in the CITY, pursuant to the Interim Final Rule of May 17, 2021, and the Final Rule, effective date April 1, 2022 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an element of the Boynton Beach ARPA Master Spending Plan;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

1.1 "ARPA" means American Rescue Plan Act.

1.2 "Treasury" means the U.S. Department of Treasury.

1.3 "OMB" means the Federal Office of Management and Budget.

1.4 "CFR" means the Code of Federal Regulations.

1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants and Agreements.

1.6 "CSLFRF" means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).

1.7 "31 CFR 35.6" refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

1.8 "Program Income" means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.

1.9 "Property" means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.

a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
b. "Personal Property" means personal property of any kind except real property.
c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a non-consumable nature, with a value of $500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

1.10 "Subrecipient" means an entity, including but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II
FUNDING AND BUDGET

The maximum value by the CITY under this Agreement will be Fifty Thousand Dollars and 00/100 ($50,000.00). The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services." This award is a subaward of CSLFRF funds andthe SUBRECIPIENT must comply with any and all requirements for use of CSLFR funds and reporting requirements for expenditures of CSLFRF funds.

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.1 The maximum amount payable by the CITY under this Agreement will be Fifty Thousand Dollars and 00/100 ($50,000.00). It is expressly understood andagreed by the Parties that the funds contemplated by this Agreement originated from federal ARPA funds and funding is contingent upon approval and funding by the BoyntonBeach City Commission. SUBRECIPIENT agrees to reimburse CITY, in full, all funds remitted to SUBRECIPIENT by CITY that do not comply with any and all requirements foruse of ARPA funding.

3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual written agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.

3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.

3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:

a. Quarterly Progress Report.
b. All back up original documentation relating to the expenditures for which payment is sought.

3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement shall be from January 18, 2023 to January 18, 2024.

ARTICLE V
SUSPENSION AND TERMINATION

5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

a. ineffective or improper use of ARPA funds,
b. failure to comply with the Statement of Work or terms of this Agreement,
c. failure to submit reports as required,
d. submittal of materially incorrect or incomplete reports,
e. failure to comply with any additional conditions that may be imposed by the Treasury, OMB, or CITY.

5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the

SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI
RECORDS AND REPORTS

6.1 The SUBRECIPIENT agrees to maintain and produce all business records related to use of the subaward grant funds and related business expenditures from the time of grant award through December 31, 2029.

6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII
PROGRAM INCOME

The SUBRECIPIENT agrees to expend ARPA funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement and are an eligible use under 31 CFR 35.6. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 31 CFR 35.6 and must be pre-approved by the CITY.

ARTICLE VIII
PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the ARPA Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX
GENERAL CONDITIONS

9.1 Federal Office of Management and Budget Requirements: The SUBRECIPIENT shall comply with requirements established by the Federal Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS) and System for Award Management (SAM) database, as set forth on 2 CFR Part 200, and the Federal Accountability and Transparency Act, as set forth at 2 CFR Part 170.

9.2 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including 2 CFR part 200, subpart E, OMB A-21, 2 CFR part 200, subpart F.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

9.3 Other Program Requirements: The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to 31 CFR 35.6 Treasury Department Interim Regulations, Treasury Department CSLFRF Frequently Asked Questions, and Treasury Department CSLFRF Compliance and Reporting Guidance.

9.4 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

9.5 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by the Treasury. The SUBRECIPIENT shall allow the CITY or the Treasury to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or the Treasury. Ongoing monitoring of the SUBRECIPIENT will be done through quarterly reporting from the SUBRECIPIENT to the City. Reporting requirements will be based upon the SUBRECIPIENT'S risk assessment and in

compliance with the CSLFRF Compliance and Reporting Guidance and Uniform Guidance 2 CFR Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.

9.6 Audits: Any non-federal agency and/or non-profit organization that expend $750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with 2 CFR 200, Subpart F. Non-federal agencies and/or nonprofit organizations that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR 200, Subpart F, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

9.7 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

a. Specific provisions of the uniform administrative requirements of 2 CFR 200, Subpart E – Cost Principles
b. OMB 2021 Compliance Supplement Addendum Final V2 (Audit Requirements).
c. Applicable provisions of 31 CFR 35.6.

9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 Agreement, 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 any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

9.9 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.

9.10 Property: All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.

9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.

9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.

9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.17.

9.18 Public Records: SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt

from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.19 Inspector General:

SUBRECIPIENT 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 Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this 6 day of February, 2023.

WITNESSES:

Cheryl Dittmer
Print Cheryl Dittmer

Amy K. Foster
Print Amy K. Foster

By: _____
EXECUTIVE DIRECTOR
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of February, 2023 by Mike Durkee.

Personally Known ✓ OR Produced Identification __ Type of Identification Produced

_____

Seal

NOTARY PUBLIC STATE OF FLORIDA
AMY K. FOSTER
Commission # GG 976544
Expires August 6, 2024
Bonded Thru Budget Notary Services

NOTARY PUBLIC
Amy K. Foster
Signature
Amy K. Foster
Print

ATTEST:

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

By:

Mayor

Approved as to form:

City Attorney

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

(a) Effective Date

This airworthiness directive (AD) is effective December 26, 2023.

(b) Affected ADs

This AD replaces AD 2020–15–07, Amendment 39–21170 (85 FR 43682, July 20, 2020).

(c) Applicability

This AD applies to Rolls-Royce Deutschland Ltd & Co. KG (RRD) Model RB211–524G2–19, RB211–524G2–T–19, RB211–524G3–19, RB211–524G3–T–19, RB211–524H2–19, RB211–524H2–T–19, RB211–524H–36, and RB211–524H–T–36 engines.

(d) Subject

Joint Aircraft System Component (JASC) Code 7250, Turbine Section.

(e) Unsafe Condition

This AD was prompted by an updated analysis by the engine manufacturer, which indicates certain part-numbered and serial-numbered low-pressure turbine (LPT) stage 1 disks that have undergone rework could fail before the current published life limits. The FAA is issuing this AD to prevent failure of the LPT stage 1 disk. The unsafe condition, if not addressed, could result in uncontained release of high-energy debris from the engine, in-flight shutdown of the engine, damage to the engine, and damage to the airplane.

(f) Compliance

Comply with this AD within the compliance times specified, unless already done.

(g) Required Actions

Except as specified in paragraph (h) of this AD: Perform all required actions within the compliance times specified in, and in accordance with, European Union Aviation Safety Agency (EASA) AD 2022–0237, dated December 2, 2022 (EASA AD 2022–0237).

(h) Exceptions to EASA AD 2022–0237

(1) Where EASA AD 2022–0237 refers to its effective date, this AD requires using the effective date of this AD.

(2) This AD does not adopt the ''Remarks'' section of EASA AD 2022–0237.

(i) Alternative Methods of Compliance (AMOCs)

(1) The Manager, AIR–520, Continued Operational Safety Branch, FAA, has the authority to approve AMOCs for this AD, if requested using the procedures found in 14 CFR 39.19. In accordance with 14 CFR 39.19, send your request to your principal inspector or local Flight Standards District Office, as appropriate. If sending information directly to the manager of the certification office, send it to the attention of the person identified in paragraph (j) of this AD and email to: *ANE-AD-AMOC@faa.gov.*

(2) Before using any approved AMOC, notify your appropriate principal inspector, or lacking a principal inspector, the manager of the local flight standards district office/certificate holding district office.

(j) Additional Information

For more information about this AD, contact Sungmo Cho, Aviation Safety Engineer, FAA, 2200 South 216th Street, Des Moines, WA 98198; phone: (781) 238–7241; email: *Sungmo.D.Cho@faa.gov.*

(k) Material Incorporated by Reference

(1) The Director of the Federal Register approved the incorporation by reference of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR part 51.

(2) You must use this service information as applicable to do the actions required by this AD, unless the AD specifies otherwise.

(i) European Union Aviation Safety Agency (EASA) AD 2022–0237, dated December 2, 2022.

(ii) [Reserved]

(3) For EASA AD 2022–0237, contact EASA, Konrad-Adenauer-Ufer 3, 50668 Cologne, Germany; phone: +49 221 8999 000; email: *ADs@easa.europa.eu;* website:*easa.europa.eu.* You may find this EASA AD on the EASA website at *ad.easa.europa.eu.*

(4) You may view this service information at FAA, Airworthiness Products Section, Operational Safety Branch, 1200 District Avenue, Burlington, MA 01803. For information on the availability of this material at the FAA, call (817) 222–5110.

(5) You may view this material at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, visit *www.archives.gov/federal-register/cfr/ibr-locations* or email *fr.inspection@nara.gov.*

Issued on October 25, 2023.

Caitlin Locke,

Director, Compliance & Airworthiness Division, Aircraft Certification Service.

[FR Doc. 2023–25517 Filed 11–17–23; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF THE TREASURY

Internal Revenue Service

26 CFR Parts 1 and 53

[TD 9981]

RIN 1545–BJ23

Requirements for Type I and Type III Supporting Organizations; Correction

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Final regulations; correction.

SUMMARY: This document contains a correction to Treasury Decision 9981, which was published in the **Federal Register** for Monday, October 16, 2023. Treasury Decision 9981 issued final regulations providing guidance on the prohibition on certain gifts or contributions to Type I and Type III supporting organizations from persons who control a supported organization and on certain other requirements for Type III supporting organizations. The regulations reflect changes to the law made by the Pension Protection Act of 2006.

DATES: This correction is effective on November 20, 2023.

FOR FURTHER INFORMATION CONTACT: Michael Gruccio at (202) 317–4541 (not a toll-free number), or Don Spellman at (202) 317–4086 (not a toll-free number).

SUPPLEMENTARY INFORMATION:

Background

The final regulations (TD 9981) that are the subject of this correction are under section 509(a) of the Code.

Corrections to Publication

Accordingly, the final regulations (TD 9981) that are the subject of FR Doc. 2023–22286, published on October 16, 2023, are corrected on page 71298, in the first column, the sixth through eighth lines under the heading ''Statement of Availability of IRS Documents'' are corrected to read ''visiting the IRS website at: *https://www.irs.gov/irb/2014-02_IRB#NOT-2014-4*''.

Oluwafunmilayo A. Taylor,

Section Chief, Publications & Regulations Branch, Associate Chief Counsel (Procedure and Administration).

[FR Doc. 2023–25510 Filed 11–17–23; 8:45 am]

BILLING CODE 4830–01–P

DEPARTMENT OF THE TREASURY

31 CFR Part 35

RIN 1505–AC83

Coronavirus State and Local Fiscal Recovery Funds

AGENCY: Department of the Treasury.

ACTION: Interim final rule.

SUMMARY: The Secretary of the Treasury is issuing an interim final rule to amend the definition of ''obligation'' set forth in the Department's regulations with respect to the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021.

DATES:

Effective date: The provisions in this interim final rule are effective November 20, 2023.

Comment date: Comments must be received on or before December 20, 2023.

ADDRESSES: Please submit comments electronically through the Federal

eRulemaking Portal at *http://www.regulations.gov.* Comments may be mailed to the Office of Recovery Programs, Department of the Treasury, 1500 Pennsylvania Avenue NW, Washington, DC 20220. Because postal mail may be subject to processing delays, it is recommended that comments be submitted electronically. All comments should be captioned with ''Coronavirus State and Local Fiscal Recovery Funds Obligation Interim Final Rule Comments.'' Please include your name, organization affiliation, address, email address, and telephone number in your comment. Where appropriate, a comment should include a short executive summary. In general, comments received will be posted at *http://www.regulations.gov* without change, including any business or personal information provided. Comments received, including attachments and other supporting materials, will be part of the public record and subject to public disclosure. Do not enclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

FOR FURTHER INFORMATION CONTACT: Jessica Milano, Chief Recovery Officer, Office of Recovery Programs, Department of the Treasury, (844) 529–9527.

SUPPLEMENTARY INFORMATION:

I. Background

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law.[1] The ARPA amended Title VI of the Social Security Act to add sections 602 and 603, which established the State and Local Fiscal Recovery Funds (SLFRF).[2] The SLFRF program provides support to State, local, territorial, and Tribal governments (together, recipients) to mitigate the fiscal effects of the COVID–19 public health emergency.[3] As enacted in 2021, recipients are authorized to use SLFRF award funds to respond to the COVID–19 public health emergency or its negative economic impacts; to provide premium pay to essential workers; to provide government services to the extent of a reduction in a recipient's revenue due to the COVID–19 public health emergency; or to make necessary investments in water, sewer, or broadband infrastructure.[4] On November 15, 2021, the Infrastructure Investment and Jobs Act amended the SLFRF program to authorize recipients to use funds to satisfy any non-federal match requirement of an authorized Bureau of Reclamation project.[5] On December 29, 2022, the Consolidated Appropriations Act, 2023 (2023 CAA), further amended the SLFRF program to authorize recipients to use funds to provide emergency relief from natural disasters or their negative economic impacts; to use funds for projects eligible under certain Department of Transportation programs (Surface Transportation projects); and to use funds for projects that are eligible under Title I of the Housing and Community Development Act of 1974 (Title I projects).[6] The 2023 CAA also codified the $10 million ''standard allowance'' under the revenue loss eligible use category.[7]

In May 2021, Treasury published an interim final rule (2021 IFR) that implemented the SLFRF program as established by the ARPA.[8] In January 2022, Treasury published a final rule (2022 final rule), which responded to comments received on the 2021 IFR, made several clarifications to the 2021 IFR, and took effect on April 1, 2022.[9] In September 2023, Treasury published an additional interim final rule (2023 IFR) to implement the changes made to the SLFRF program by the 2023 CAA.[10] The 2023 IFR generally did not change the eligible uses discussed in the 2022 final rule.

Sections 602 and 603 of the Social Security Act provide that SLFRF funds may only be used to cover costs incurred by December 31, 2024.[11] The term ''cost incurred'' does not have a precise meaning in this context. One approach to implementing this requirement might have been to have set December 31, 2024, as the end of the period of performance for SLFRF awards. However, Congress expressly provided for water, sewer, and broadband projects as eligible uses of the SLFRF. If Treasury had set the end of period of performance as December 31, 2024, such that recipients would have had to not only obligate funds but complete expenditures by that date, it would have been very difficult for recipients to engage in significant water, sewer, and broadband projects. Instead, Treasury implemented the statutory requirement by providing that a cost is considered incurred by December 31, 2024, if a recipient has incurred an obligation with respect to the cost by December 31, 2024.[12] Treasury defined ''obligation'' as ''an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment,'' [13] which is based on the definition of ''financial obligations'' in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).[14] Treasury then set the period of performance as ending on December 31, 2026, which serves as the deadline for expenditures. Treasury's approach was confirmed by Congress in the amendments made to the SLFRF program in the CAA 2023. In providing authority for recipients to use SLFRF funds for the new eligible use categories, Congress expressly provided for the same framework of separate obligation and expenditure deadlines as is provided for in Treasury's SLFRF award terms and conditions and rule. Specifically, the CAA 2023 amendments provided that funds may be obligated for Surface Transportation projects and Title I projects until December 31, 2024, and must be expended by September 30, 2026.

II. Revision to the Definition of Obligation in 31 CFR 35.3 and Related Guidance Updates

Treasury is amending the definition of ''obligation'' to provide additional flexibility to recipients, providing clarification regarding the application of the obligation deadline to subrecipients, and providing guidance regarding the amendment and replacement of contracts and subawards. Additional guidance from Treasury regarding

[1] Public Law 117–2 (Mar. 11, 2021).

[2] *See* section 9901 of the ARPA, codified at 42 U.S.C. 802 and 803.

[3] *See id.* Sec. 802(a)(1), 803(a).

[4] *See id.* Sec. 802(c)(1), 803(c)(1).

[5] Section 40909, Public Law 117–58, 135 Stat. 429 (Nov. 15, 2021).

[6] *See* section 102 of Division LL of Public Law 117–328, 136 Stat. 4459 (Dec. 29, 2022).

[7] *See id.*

[8] 86 FR 26786 (May 17, 2021).

[9] 87 FR 4338 (Jan. 27, 2022).

[10] 88 FR 64986 (Sept. 20, 2023).

[11] 42 U.S.C. 802(c)(1), 803(c)(1). A recipient must return any funds not obligated by December 31, 2024. 31 CFR 35.5(c).

[12] 31 CFR 35.5(b). Typically, financial obligations incurred under a federal award must be liquidated no later than 120 calendar days after the end date of the period of performance specified in the terms and conditions of the award. This expenditure period exists to allow recipients time to receive goods ordered and make final payments. *See* 2 CFR 200.344.

[13] 31 CFR 35.3.

[14] 2 CFR 200.1 (defining ''financial obligation,'' when referencing a recipient's or subrecipient's use of funds under a Federal award, as orders placed for property and services, contracts and subawards made, and similar transactions that require payment). This definition aligns with a plain language understanding of ''incur'' as meaning to become liable or subject to something. *See, e.g.,* Webster's Third Int'l Dictionary (1961) (''to become liable or subject to: bring down upon oneself''); Black's Law Dictionary, 11th ed. 2019 (''to suffer or bring on oneself (a liability or expense)''); American Heritage Dictionary (5th ed. 2022) (''to become liable or subject to as a result of one's actions; bring upon oneself'').

closeout and specific deadlines by which recipients must return funds not obligated or expended will be forthcoming.

Amendment to the Definition of ''Obligation''

Recipients have identified for Treasury that they anticipate difficulty using SLFRF funds to satisfy administrative and other legal requirements applicable to the SLFRF program after the obligation deadline has passed. The expenses associated with these requirements include payroll and benefits of personnel responsible for compliance and reporting and expenses of maintaining records. Recipients will not have incurred an obligation to make many of these types of expenditures prior to the obligation deadline. For example, Treasury understands that recipient personnel costs are typically obligated with respect to one pay period at a time because recipient personnel generally are not subject to long-term employment contracts. As such, expenses of personnel needed to comply with administrative and other legal requirements between the obligation deadline and the end of the period of performance could not be paid for using SLFRF funds (or at least, not after the end of the last pay period that begins prior to the obligation deadline). To the extent that recipients have been covering such expenses and other related administrative expenses under their current negotiated indirect costs rate agreement established with their federal cognizant agency or using the *de minimis* rate of 10 percent of modified total direct costs pursuant to 2 CFR 200.414(f), they may continue to do so, and this interim final rule will also provide recipients with an additional way to cover such costs when they are charged directly.

In this interim final rule, Treasury is amending the definition of ''obligation'' previously adopted at 31 CFR 35.3 in response to recipients' concerns. Under the revised definition, an ''obligation'' continues to include an order placed for property and services and entry into contracts, subawards, and similar transactions that require payment. However, under the revised definition, a recipient is also considered to have incurred an obligation by December 31, 2024, with respect to a requirement under federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds. A recipient may use the SLFRF funds to cover the cost of meeting such a requirement. Such expenditures include the following:

- *Reporting and compliance requirements:* Funds expended to comply with SLFRF reporting and compliance requirements, including in connection with the preparation and submission of recipients' required reports, review of subaward reports or subrecipient monitoring generally, maintenance of data and reporting tools, and review and processing of invoices.
- *Single Audit costs:* Funds expended for the conduct of audits required by the Single Audit Act, including on audit costs, on preparation for such audits, and on audit resolution, including funds spent by pass-through entities to carry out their responsibilities related to audit resolution of subawards.
- *Record retention and internal control requirements:* Expenditures to comply with records retention requirements and other expenditures necessary to ensure program integrity through the closeout of the award.
- *Property standards:* Expenditures on insurance, inventory and other recordkeeping requirements, and maintenance of equipment and other expenditures made to comply with the property standards of the Uniform Guidance (2 CFR 200.310–200.316).
- *Environmental compliance requirements:* Expenditures to comply with environmental requirements, including to obtain environmental permit renewals.
- *Civil rights and nondiscrimination requirements:* Expenditures related to comply with civil rights and nondiscrimination requirements, including the investigation of complaints arising from SLFRF-funded projects.

In each case, these would include costs, calculated in compliance with the rules for compensation charged to federal awards set out at 2 CFR 200.430, of recipient personnel whose time is required to comply with these requirements.

To take advantage of this additional flexibility, recipients must (1) determine the amount of SLFRF funds the recipient estimates it will use to cover such expenditures, (2) document a reasonable justification for this estimate, (3) report that amount to Treasury by April 30, 2024, with an explanation of how the amount was determined, and (4) report at award closeout the final amount expended for these costs. Recipients may not include within this estimate any expenditure that will be made after December 31, 2026, other than administrative expenditures necessary to close out the SLFRF award in accordance with the Uniform Guidance. Other than such closeout expenditures, recipients must expend all SLFRF funds by the end of the period of performance regardless of whether they continue to have expenses of the type outlined above after that date. A recipient's estimate of the amount that it expects to expend must be reasonable, based on the considerations listed at 2 CFR 200.404. If a recipient's estimate exceeds what is ultimately expended, the recipient must return the excess funds to Treasury. Treasury will update the SLFRF Compliance and Reporting Guidance to reflect the additional reporting requirements.

In response to suggestions from recipients, Treasury considered whether ''costs incurred'' could be defined by reference to a standard other than ''obligation.'' However, for the reasons discussed above, the revised definition of ''obligation'' provides the best and most reasonable interpretation of the statutory requirement for recipients to incur costs by December 31, 2024. For example, some recipients recommended that Treasury revise the rule to define ''costs incurred'' by reference to recipient appropriation, budget, or allocation processes. This approach would not provide a standard that could be applied consistently across recipients. Further, as noted above, Congress, in the amendments made by the 2023 CAA with respect to the SLFRF program, has confirmed the definition of ''costs incurred'' by reference to the obligation of funds. The 2023 CAA was more specific than the ARPA, providing that SLFRF funds ''shall remain available for obligation'' for Surface Transportation projects and Title I projects until December 31, 2024, and that funds obligated for such uses must be expended by September 30, 2026.

Treasury is also amending the provision of the rule requiring repayment of amounts not obligated and expended by the applicable deadlines to align with the amendment to the definition of ''obligation.'' Pursuant to the amended definition, recipients must still return to Treasury any SLFRF funds not obligated by December 31, 2024, pursuant to entry into a contract or subaward, but need not at that time pay back the amounts they previously reported to Treasury as estimates of the amounts that they will use during the remainder of the period of performance to comply with legal requirements; recipients will be required to repay after December 31, 2026, any part of the estimated amount that is not expended.

Application of Obligation Deadline to Subrecipients

Recipients have asked whether the December 31, 2024, obligation deadline applies to subrecipients. Treasury is clarifying that subrecipients are not subject to this deadline. As stated in the SLFRF rule and as referenced above, Treasury defined obligation to include entry into a subaward. A cost is considered to have been incurred once a recipient enters into a subaward that obligates the recipient to cover that cost. Once a recipient has obligated funds, the requirement in the statute and Treasury's rule to obligate funds by December 31, 2024, has been satisfied, such that subrecipients need not themselves also obligate funds received under a subaward by December 31, 2024. (Contractors also do not need to obligate funds received under a contract by December 31, 2024.) It remains the case that all SLFRF award funds must be expended by the recipient and any subrecipients by 2026, given the termination of the period of performance on December 31, 2026. In the case of funds used for Title I projects and Surface Transportation projects, all funds must be expended by September 30, 2026. Further, as the provisions of the Uniform Guidance are generally applicable to the SLFRF program, recipients must comply with the Uniform Guidance provisions regarding the timing of payment to subrecipients as provided in 2 CFR 200.305.

Amendment and Replacement of Contracts and Subawards

Recipients have asked to what extent they may, after December 31, 2024, amend or replace contracts and subawards entered into prior to that date. In general, recipients may not re-obligate funds or obligate additional funds after the obligation deadline because to do so would violate the statutory deadline by which costs must be incurred. For example, if a contractor requests an unexpected change order due to a cost increase that requires a contract amendment after December 31, 2024, the recipient would not be permitted to obligate additional SLFRF funds to the project because the December 31, 2024, obligation deadline would have passed and the recipient would be required to return to Treasury any funds that had not been obligated by that date.[15]

Treasury is clarifying that after December 31, 2024, recipients are permitted to replace a contract or subaward entered into prior to December 31, 2024, if:

(1) the recipient terminates the contract or subaward because of the contractor or subawardee's default, because the contractor or subawardee goes out of business, or because the recipient otherwise determines that the contractor or subawardee will not be able to perform under the contract or carry out the subaward; or

(2) the recipient and contractor or subrecipient mutually agree to terminate the contract or subaward for convenience;[16] or

(3) the recipient terminates the contract or subaward for convenience if the contract or subaward was not properly awarded (such as if the contractor was not eligible to receive the contract), there is clear evidence that the contract or subaward was improper, the recipient documents its determination that the contract or subaward was not properly awarded, and the original contract or subaward was entered into by the recipient in good faith.

A contract will be considered made in good faith for purposes of clause (3) above if the parties followed standard procurement or subaward practices, as applicable, and the contract or subaward was not entered into for the purpose of evading the obligation deadline. A recipient that re-obligates funds to a new contractor or subrecipient after the obligation deadline will be considered to have used its funds to cover an obligation incurred prior to the obligation deadline if any of the three situations above is present and if the original contract or subaward being replaced was entered into by December 31, 2024.

If a recipient enters into a replacement contract or subaward, the recipient still must expend all funds by the expenditure deadline. Treasury will update the SLFRF Compliance and Reporting Guidance to provide a means for recipients to report any contract or subaward replacements after the December 31, 2024, obligation deadline. Recipients should maintain documentation to justify their determinations, which should include an analysis of the factors discussed above. Treasury may ask recipients to provide this information in their periodic reports.

III. Public Comments and Effective Date

Treasury is seeking comment from recipients regarding this interim final rule, and in particular, responses to the following question: *What are the advantages and disadvantages of the change made by this interim final rule to the definition of ''obligation''?*

This interim final rule is being issued without advance notice and public comment to allow for immediate implementation of the amendment to the definition of ''obligation'' at 31 CFR 35.3. Immediate implementation of this amendment will enable recipients to complete their internal budgeting processes in time to meet the statutory deadline to incur costs by December 31, 2024. As discussed below, the requirements of advance notice and public comment do not apply ''to the extent that there is involved . . . a matter relating to agency . . . grants.'' This interim final rule revises the standard pursuant to which recipients satisfy the statutory requirement to incur costs for eligible uses of SLFRF funds by December 31, 2024. In addition and as discussed below, the Administrative Procedure Act provides an exception to ordinary notice-and-comment procedures ''when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.'' This good cause justification also supports waiver of the 60-day delayed effective date for major rules under the Congressional Review Act at 5 U.S.C. 808(2). Although this interim final rule is effective immediately, comments are solicited from interested members of the public and from recipient governments on all aspects of this interim final rule. These comments must be received on or before December 20, 2023.

IV. Regulatory Analyses

Executive Order 12866

This interim final rule is not a ''significant regulatory action'' under section 3(f) of Executive Order 12866, as amended.

Executive Order 13132

Executive Order 13132 (entitled Federalism) prohibits an agency from publishing any rule that has federalism implications if the rule either imposes substantial, direct compliance costs on state, local, and Tribal governments, and is not required by statute, or preempts state law, unless the agency meets the consultation and funding requirements of section 6 of the Executive Order. This interim final rule does not have federalism implications within the meaning of the Executive Order and

[15] *See* 31 CFR 35.5(c).

[16] Note that the Uniform Guidance provides that ''all contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity.'' See Appendix II.(B) to 2 CFR part 200.

does not impose substantial, direct compliance costs on state, local, territorial, and Tribal governments or preempt state law within the meaning of the Executive Order. The compliance costs are imposed on state, local, territorial, and Tribal governments by sections 602 and 603 of the Social Security Act. Pursuant to the requirements set forth in section 8(a) of Executive Order 13132, Treasury certifies that it has complied with the requirements of Executive Order 13132.

Administrative Procedure Act

The Administrative Procedure Act (APA), 5 U.S.C. 551 *et seq.,* generally requires public notice and an opportunity for comment before a rule becomes effective. However, the APA provides that the requirements of 5 U.S.C. 553 do not apply ''to the extent that there is involved . . . a matter relating to agency . . . grants.'' This interim final rule implements statutory conditions on recipients' eligible uses of their SLFRF award funds. The rule is thus ''both clearly and directly related to a federal grant program.'' *National Wildlife Federation* v. *Snow,* 561 F.2d 227, 232 (D.C. Cir. 1976). The rule sets forth the ''process necessary to maintain state . . . eligibility for federal funds,'' id., as well as other ''integral part[s] of the grant program,'' *Center for Auto Safety* v. *Tiemann,* 414 F. Supp. 215, 222 (D.D.C. 1976). As a result, the requirements of 5 U.S.C. 553 do not apply.

The APA also provides an exception to ordinary notice-and-comment procedures ''when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.'' 5 U.S.C. 553(b)(3)(B); see also 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule ''for good cause found and published with the rule''). Assuming 5 U.S.C. 553 applied, Treasury would still have good cause under sections 553(b)(3)(B) and 553(d)(3) for not undertaking section 553's requirements. As discussed above, Congress authorizes recipients to use SLFRF funds for costs incurred for eligible purposes by December 31, 2024. Given the rapidly approaching deadline, there is an urgent need for recipients to undertake the planning necessary for sound fiscal policymaking, which requires clarity on how SLFRF funds will augment and interact with existing budgetary resources. Treasury understands that many recipients require immediate rules on which they can rely, especially in light of the approaching obligation deadline. This statutory urgency and practical necessity are good cause to forego the ordinary requirements of notice-and-comment rulemaking.

Congressional Review Act

This rule is not a major rule for purposes of the Congressional Review Act (5 U.S.C. 801 *et seq.*).

Paperwork Reduction Act

The information collections associated with the SLFRF program have been reviewed and approved by OMB pursuant to the Paperwork Reduction Act (44 U.S.C. Chapter 35) (PRA) and assigned control number 1505–0271. Under the PRA, an agency may not conduct or sponsor, and a respondent is not required to respond to, an information collection unless it displays a valid OMB control number. This interim final rule is not altering the previously approved information collections for the SLFRF program. The table below includes the estimates of hourly burden under this program that have been approved in previously approved information collections.

Reporting	Number respondents	Number responses per respondent	Total responses	Hours per response	Total burden in hours	Cost to respondents ($48.80 per hour*)
Recipient Payment Form	5,050	1	5,050	.25 (15 minutes)	1,262.5	$61,610
Acceptance of Award Terms	5,050	1	5,050	.25 (15 minutes)	1,262.5	61,610
Title VI Assurances	5,050	1	5,050	.50 (30 minutes)	2,525	123,220
Tribal Employment Information Form	584	1	584	.75 (45 minutes)	438	21,374
Request for Extension Form	96	1	96	1	96	4,685
Annual Recovery Plan Performance Report	430	1	430	100	43,000	2,098,400
NEU Distribution Template	55	2	110	10	1,100	53,680
Non-UGLG Distribution Template	55	2	110	5	550	26,840
Transfer Forms	1,500	1	1,500	1	1,500	73,200
NEU Agreements and Supporting Documentation	26,000	1	26,000	.5	13,000	634,400
Project and Expenditure Report (quarterly)	2,000	4	8,000	6	48,000	2,342,400
Project and Expenditure Report (annual)	29,000	1	29,000	6	174,000	8,491,200
Total	64,770		78,880		284,209	13,869,339

*Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, Accountants and Auditors, on the internet at *https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm* (visited March 28, 2020). Base wage of $33.89/hour increased by 44 percent to account for fully loaded employer cost of employee compensation (benefits, etc.) for a fully loaded wage rate of $48.80.

Regulatory Flexibility Analysis

The Regulatory Flexibility Act (RFA) generally requires that when an agency issues a proposed rule, or a final rule pursuant to section 553(b) of the APA or another law, the agency must prepare a regulatory flexibility analysis that meets the requirements of the RFA and publish such analysis in the **Federal Register**. 5 U.S.C. 603, 604.

Rules that are exempt from notice and comment under the APA or any other law are also exempt from the RFA requirements, including the requirement to conduct a regulatory flexibility analysis, when among other things the agency for good cause finds that notice and public procedure are impracticable, unnecessary, or contrary to the public interest. Because this rule is exempt from the notice and comment requirements of the APA, Treasury is not required to conduct a regulatory flexibility analysis.

List of Subjects in 31 CFR Part 35

Community development, Disaster assistance, Executive compensation, Public health emergency, State and Local Governments, Transportation, Tribal Governments.

For the reasons stated in the preamble, the United States Department of the Treasury amends 31 CFR part 35 as set forth below:

PART 35—PANDEMIC RELIEF PROGRAMS

Subpart A—Coronavirus State and Local Fiscal Recovery Funds

■ 1. The authority citation for part 35, subpart A continues to read as follows:

Authority: 42 U.S.C. 802(f); 42 U.S.C. 803(f); section 102(c) of Division LL of the Consolidated Appropriations Act, 2023 (Pub. L. 117–328).

■ 2. Amend § 35.3 by adding a new sentence at the end of the definition of ''Obligation'' to read as follows:

§ 35.3 Definitions.

* * * * *

Obligation * * * An obligation also means a requirement under federal law or regulation or provision of the award terms and conditions to which a recipient becomes subject as a result of receiving or expending funds.

* * * * *

■ 3. Revise § 35.5(c) to read as follows:

§ 35.5 Use of funds.

* * * * *

(c) *Return of funds.* A recipient must return any funds that have not been obligated by December 31, 2024, pursuant to orders placed for property and services or entry into contracts, subawards, and similar transactions that require payment other than funds in the amount reported to Treasury by April 30, 2024, as the estimate of funds that the recipient will expend to comply with a requirement under federal law or regulation or provision of the award terms and conditions to which a recipient becomes subject as a result of receiving or expending funds. A recipient must return funds obligated for a use identified in § 35.6(b) through (g) by December 31, 2024, but not expended by December 31, 2026. A recipient must return funds obligated for a use identified in § 35.6(h) by December 31, 2024, but not expended by September 30, 2026. A recipient must return funds in the amount reported to Treasury by April 30, 2024, as referenced above, but not expended by December 31, 2026, other than administrative expenses necessary to close out the award.

Jessica A. Milano,

Chief Recovery Officer, Office of Recovery Programs.

[FR Doc. 2023–25067 Filed 11–17–23; 8:45 am]

BILLING CODE 4810–AK–P

DEPARTMENT OF HOMELAND SECURITY

Coast Guard

33 CFR Part 165

[Docket Number USCG–2023–0865]

RIN 1625–AA00

Safety Zone; Oswego River, Oswego, NY

AGENCY: Coast Guard, DHS.

ACTION: Temporary final rule.

SUMMARY: The Coast Guard is establishing a temporary safety zone for navigable waters within a 210-foot radius of a pedestrian bridge and the surrounding Oswego River in Oswego, NY. The safety zone is needed to protect personnel, vessels, and the marine environment from potential hazards created by a fireworks display. Entry of vessels or persons into this zone is prohibited unless specifically authorized by the Captain of the Port, Sector Buffalo.

DATES: This rule is effective from 5:15 p.m. through 6:45 p.m. November 25, 2023.

ADDRESSES: To view documents mentioned in this preamble as being available in the docket, go to *https://www.regulations.gov,* type USCG–2023–0865 in the search box and click ''Search.'' Next, in the Document Type column, select ''Supporting & Related Material.''

FOR FURTHER INFORMATION CONTACT: If you have questions on this rule, call or email LT William Kelley, Waterways Management at Sector Buffalo, U.S. Coast Guard; telephone 716–843–9343, email *D09-SMB-SECBuffalo-WWM@uscg.mil.*

SUPPLEMENTARY INFORMATION:

I. Table of Abbreviations

CFR Code of Federal Regulations
DHS Department of Homeland Security
FR Federal Register
NPRM Notice of proposed rulemaking
§ Section
U.S.C. United States Code

II. Background Information and Regulatory History

The Coast Guard is issuing this temporary rule without prior notice and opportunity to comment pursuant to authority under section 4(a) of the Administrative Procedure Act (APA) (5 U.S.C. 553(b)). This provision authorizes an agency to issue a rule without prior notice and opportunity to comment when the agency for good cause finds that those procedures are ''impracticable, unnecessary, or contrary to the public interest.'' Under 5 U.S.C. 553(b)(B), the Coast Guard finds that good cause exists for not publishing a notice of proposed rulemaking (NPRM) with respect to this rule because the event sponsor did not submit notice of the fireworks display to the Coast Guard with sufficient time remaining before the event to publish an NPRM. Delaying the effective date of this rule to wait for a comment period to run would be impracticable and contrary to the public interest by inhibiting the Coast Guard's ability to protect spectators and vessels from the hazards associated with this fireworks display.

Under 5 U.S.C. 553(d)(3), the Coast Guard finds that good cause exists for making this rule effective less than 30 days after publication in the **Federal Register**. For the same reasons discussed in the preceding paragraph, waiting for a 30-day notice period to run would be impracticable and contrary to the public interest.

III. Legal Authority and Need for Rule

The Coast Guard is issuing this rule under authority in 46 U.S.C. 70034 (previously 33 U.S.C. 1231). The Captain of the Port (COTP) Buffalo has determined that fireworks over the water presents significant risks to public safety and property. This rule is needed to protect personnel, vessels, and the marine environment in the navigable waters within the safety zone while the fireworks display is taking place.

IV. Discussion of the Rule

This rule establishes a safety zone from 5:15 p.m. through 6:45 p.m. on November 25, 2023. The safety zone will cover all navigable waters within a 210-foot radius of land launched fireworks over the Oswego River in Oswego, NY. The duration of the zone is intended to protect spectators, vessels, and the marine environment in these navigable waters during the fireworks display. No vessel or person will be permitted to enter the safety zone without obtaining permission from the COTP Buffalo or a designated representative.

V. Regulatory Analyses

We developed this rule after considering numerous statutes and Executive orders related to rulemaking. Below we summarize our analyses based on a number of these statutes and Executive orders, and we discuss First Amendment rights of protestors.

A. Regulatory Planning and Review

Executive Orders 12866 and 13563 direct agencies to assess the costs and

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-329 - Approve sports provider facility use agreement between City of Boynton Beach and Boynton Beach Little League, Inc. for the use of Little League Park located at 300 West Woolbright Road and authorize the mayor to execute the agreement in exchange for settlement of Case No. 502024CA000517XXXAMB, in the Fifteenth Judicial Circuit, In and For Palm Beach County, Florida.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-329.

Explanation of Request:

The proposed five-year agreement with Boynton Beach Little League, Inc. represents a collaborative approach to managing Little League Park, a municipal facility dedicated to youth baseball. This agreement emerges from a recent legal settlement and establishes clear operational guidelines for the organization's use of the City's ballfields and resolves all litigation and potential attorney's fees and costs.

Key agreement highlights:

Facility Access:

- Provisions for use of four lighted ballfields, tee-ball fields, batting cages, and supporting infrastructure
- Authorized for fall, spring, and all-star youth baseball leagues
- Defined seasonal usage periods (August 1 - December 14 and January 1 - May 14)

Financial Considerations:

- 15% player fee per participant per season
- Transparent fee collection and reporting mechanisms
- Potential for fee credits based on execution date and participation by Boynton residents

Operational Responsibilities:

- Comprehensive background screening requirements for coaches and volunteers
- Detailed field maintenance and usage protocols
- Compliance with city safety and regulatory standards

LEGAL CONSIDERATIONS:

- Resolves pending litigation (Case No. 502024CA000517XXXAMB)
- Provides clear framework for facility usage and organizational responsibilities Includes provisions for potential agreement termination and performance standards.

How will this affect city programs or services? This agreement supports the City's commitment to youth recreational programming and community engagement by providing structured access to municipal sports facilities and resolves pending litigation in Case No. 502024CA000517XXXAMB.

Fiscal Impact: Revenue generation through player fees
Minimal direct operational costs to the City

Attachments:
Agenda Item 2580-2023 Resolution for Little League Sports Provider Facility Use agmt.docx
City of Boynotn Beach Sports Provider Facility Use Agreement (Little League Park) - Boynton Beach Little League Inc.

RESOLUTION NO. R24-329

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE SPORTS PROVIDER FACILITY USE AGREEMENT FOR LITTLE LEAGUE PARK BETWEEN THE CITY AND BOYNTON BEACH LITTLE LEAGUE, INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City is the owner of the real property known as Little League Park, located at 300 W. Woolbright Road, Boynton Beach, Florida; and

WHEREAS, Little League Park includes four lighted and fenced ballfields with scoreboards and bleachers, two tee-ball fields, a pitching bullpen area, seven batting cages, two storage sheds, a picnic pavilion with tables and benches, a concession stand building, a restroom with storage area attached, clay and sand storage bins, a Casey walkway, and a parking area (collectively the "Ballfields"); and

WHEREAS, the Ballfields are available for use by the public; and

WHEREAS, Boynton Beach Little League, Inc. ("BBLL") brought a claim for injunctive relief and damages stemming from an alleged breach of contract against the City in the Fifteenth Judicial Circuit, In and For Palm Beach County, Florida, Case No. 502024CA000517XXXAMB; and

WHEREAS, Boynton Beach Little League, Inc. ("BBLL"), d/b/a East Boynton Beach Little League, is desirous of offering youth baseball sports leagues at the Ballfields; and

WHEREAS, the City is willing to permit BBLL to utilize the City's Ballfields to operate a youth baseball sports league subject to the terms and conditions outlined in the Agreement and upon dismissal of the above-referenced lawsuit; 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 Sports Provider Facility Use Agreement for Little League Park between the City and Boynton Beach Little League, Inc., in exchange for dismissal of the above-referenced lawsuit.

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 Sports Provider Facility Use Agreement for Little League Park between the City and Boynton Beach Little League, Inc. (the "Agreement"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Deputy City Manager Andrew Mack, City Attorney Shawna Lamb, and Deputy City Attorney Stacey Weinger to forward to BBLL.

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

CITY OF BOYNTON BEACH SPORTS PROVIDER FACILITY USE AGREEMENT (LITTLE LEAGUE PARK)

THIS SPORTS PROVIDER FACILITY USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____2024, by and between the **CITY OF BOYNTON BEACH, FLORIDA**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City," and **BOYNTON BEACH LITTLE LEAGUE, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "BBLL" or "Provider."

WITNESSETH:

Whereas, City is the owner of the real property known as Little League Park, located at 300 W. Woolbright Road, Boynton Beach, Florida; and

Whereas, Little League Park includes four lighted and fenced ballfields with scoreboards and bleachers, two tee-ball fields, a pitching bullpen area, seven batting cages, two storage sheds, a picnic pavilion with tables and benches, a concession stand building, a restroom with storage area attached, clay and sand storage bins, a Casey walkway, and a parking area (collectively the "Ballfields"); and

Whereas, the Ballfields are available for use by the public; and

Whereas, BBLL is desirous of offering youth baseball sports leagues at the Ballfields; and

Whereas, the City is willing to permit BBLL to utilize the City's Ballfields to operate a youth baseball sports league subject to the terms and conditions outlined in this Agreement.

Now, therefore, in consideration of the mutual covenants and provisions hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference.

2.0 PERMITTED USE AND NO PROPERTY INTEREST

a) Provider shall be allowed to utilize the Ballfields to organize, coordinate, and implement fall (August 1 – December 14), spring (January 1 – May 14), and spring all-stars, youth recreational league baseball practices, games, an opening and closing ceremony for each season, one annual (1) fundraiser, and one annual (1) tournament on dates and times permitted by the City, subject to the terms of this

Agreement. For purposes of this Agreement, youth recreation baseball is defined as baseball activities for participants 16 years of age and under. All usage of the Ballfields is subject to the City's advance written approval. Specific dates & times for the Provider's use of the Ballfields will be determined annually by the parties in accordance with this Agreement.

b) Field Use Priority. Subject to full compliance with all terms and conditions set forth herein, the City shall process concurrent applications for Ballfield field use permits in accordance with the following priority classification system:

i. City sponsored events or programming (as defined in Section 2(l));
ii. Youth sports programming permitted pursuant to this Agreement;
iii. Other recognized Sports Provider youth sports programming under other agreements between City and third parties;
iv. Adult sports programming; and
v. Other City-permitted field rentals. All field rentals must be permitted by City. BBLL will not be allowed to permit third-party use of the Ballfields at any time.

c) Concession Stand Building. Provider may utilize the City's concession stand building located at the Ballfields during dates and times authorized by the City. Provider shall submit permit requests for use of the concession stand building.

d) Any use not specified above is prohibited unless approved in writing by the City.

e) Property Interest. The Provider acknowledges and agrees that this Agreement does not create or convey any property interest in the Ballfields to the Provider. This Agreement grants only a temporary ability to use the Ballfields, subject to the City's approval, as specified herein. The Provider has no leasehold or other property interest in the Ballfields and no right to exclusive possession or use of any portion.

f) Ownership of Fields. The City retains all ownership rights and interests in the Ballfields. The City reserves the right to access the Ballfields at any time and to revoke or modify the Provider's permission to use the Ballfields in accordance with the terms of this Agreement.

g) Field Maintenance. The parties acknowledge that it may be necessary to shut down the Ballfields during periods of the year for field restoration and maintenance. The City will provide BBLL with no less than thirty (30) days notice of scheduled field shutdown period. BBLL must coordinate the schedule for each season with the Recreation & Parks Department to accommodate these planned field shutdowns. City reserves the right to shut down the fields as may be necessary to conduct unplanned, emergency maintenance. City will endeavor to provide BBLL as soon as reasonably possible of any occurrence resulting in a requirement for emergency maintenance. Any field shutdown or field unavailability due to

emergency maintenance shall not constitute a breach of this Agreement by the City.

h) Future Changes to Ballfields. At its sole discretion, the City may make changes to the Ballfields, including but not limited to modifications, renovations, or repurposing of any part of the Ballfields. The City will provide a minimum of thirty (30) days courtesy notice to the Provider before a City Commission meeting at which substantial changes that may affect the Provider's use of the Ballfields will be considered. Provider may provide written comments regarding the proposed changes within fifteen (15) days of receipt of such notice from the City. However, the Provider acknowledges and agrees that it has no right of refusal or decision-making authority to any such changes.

i) Field 1 Use; Compliance with Athletic Angels Agreement. Provider recognizes that the City has a Sports Facility Use Agreement with Athletic Angels Foundation, Inc. (the "Athletic Angels Agreement") in place regarding the operation and maintenance of the portion of the Ballfields known to the parties as "Field 1." The Provider's use of Field 1 is subject to and must comply with the Athletic Angels Agreement, as may be amended from time to time, and any field use permit agreement that may be entered into between Provider and Athletic Angels and applicable field use regulations. Provider shall comply with the field use application process required under the Athletic Angels Agreement, and any field use permit agreement that may be entered into between Provider and Athletic Angels, for Provider's use of Field 1. The Provider acknowledges that the Provider's use of Field 1 may be subject to change or restriction based on amendments to the Athletic Angels Agreement.

j) Additional Events, Separate Approval Required. The parties expressly acknowledge that any additional events, fundraisers, ceremonies, tournaments, and clinics hosted by Provider, other than those uses expressly outlined in Section 2(a) above, are not the subject of this Agreement, and all such events must be separately applied for and permitted by the City. Additionally, Provider shall obtain any required permits for additional equipment brought to the Ballfields (such as bounce houses, food trucks, tents, stages, etc.) that are ancillary to an authorized use. Provider is responsible for submitting the applicable permit application(s) and payment of any applicable fees in accordance with the City's then-current fee schedules.

k) No Private Use of Fields. Provider shall not promote or solicit for any privately owned business at the Ballfields. Provider may not use the Ballfields to conduct personal business, including workshops, clinics, seminars, camps, or any other activities outside the permitted scope described in Section 2(a) above. It is further understood that any such action(s) may result in immediate termination of this Agreement.

l) Provider's right to utilize the Ballfields is subject to compliance with the terms of this Agreement and field availability. The parties agree that City programming, defined as any activity that is operated by the City and includes any City events, shall have first priority for use of the Ballfields.

3.0 FEES AND PAYMENT

a) Field Usage Fees. Provider must pay a Player Fee equal to 15% of the base registration fee per season per participant. This fee covers all season permits/use fees for Provider's use of the Ballfields for the purposes described in Section 2(a). No further fees are contemplated for those uses; however, Provider acknowledges that it shall be required to obtain the permits and pay the applicable fees for additional events or ancillary required permits, as described in Section 2(j).

b) Payment Due Date. All Field Usage Fees shall be forwarded to the City in one lump sum within fourteen (14) days of the season start date (the earliest date of the first practices, games, or other activities). The parties acknowledge that rosters may change, and registration may continue for up to three (3) weeks after the commencement of a season. In the event of such ongoing registration, the Provider shall submit a supplemental payment to the City within thirty (30) days of the start of the season. A copy of the roster described in Section 4(a)(xi) shall accompany the payment.

c) Late Payments. Late payments will incur a fee of 8% of the outstanding amount per day overdue.

d) Damages and Suspension for Non-Payment.

i. A written warning will be issued if payment is not received within 10 days of the due date.

ii. If payment remains outstanding five (5) days after the written warning, Provider shall pay to City liquidated damages in the amount of One Thousand Dollars ($1,000.00). The parties acknowledge and agree that: (i) actual damages arising from late payment would be difficult to ascertain with certainty; (ii) this amount represents a reasonable estimate of City's potential loss of permit revenue from third parties; and (iii) this sum constitutes liquidated damages and not a penalty..

iii. If payment remains outstanding for 30 days after the liquidated damages amount is applied, the Provider's right to use the Ballfields will be suspended, and any approved permits shall be deemed revoked and void until all outstanding amounts, including late fees and damages, are paid in full.

iv. At the City's sole discretion, repeated instances of late payment may result in the termination of this Agreement.

e) Resumption of Use of Ballfields.

i. Once all outstanding amounts are paid, the Provider may resume using the Ballfields according to any approved permits.

ii. The City reserves the right to require a security deposit of $5,000.00 before reinstating the Provider's use of the Ballfields following a suspension.

4.0 PROVIDER RESPONSIBILITIES

a) Submission of Required Documentation. At the commencement of each season, before the start of any practices, games, or other activities for the season, or such other date designated below, Provider shall:

i. Provide proof of compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to, all background checks, fingerprinting, and certification requirements established by Florida law and otherwise required by this Agreement; and

ii. Provide written confirmation that all coaches and volunteers have completed the CDC Concussion training for youth sports or a sport-specific alternative (such as USA Baseball "Diamond Leader" and "Abuse Awareness" certifications).

iii. Provide a copy of BBLL's current organizational by-laws, policies, and procedures, and shall provide updated copies to the City within five (5) days after adopting any amendments.

iv. Provide a current list of BBLL's Board of Directors, including names, positions, phone numbers, email addresses, and addresses.

v. Provide a current list of coaches, including names, phone numbers, email addresses, and addresses, at least one week before the start of the season.

vi. Provide proof of Liability Insurance as Section 7 of this Agreement requires.

vii. Provide a copy of discipline guidelines for players, coaches, parents, board members, and volunteers.

viii. Provider shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches, parents, volunteers, and players. A copy of the code of conduct shall be provided to the City. The code of conduct shall include minimum guidelines to discipline any member

for violating the Code of Conduct. Provider agrees to maintain standards of conduct and disciplinary penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees and other Ballfields patrons. Provider shall provide written verification that all officers, parents, coaches, volunteers, and players have signed the Code of Conduct agreement with BBLL.

ix. BBLL must be maintained as a not-for-profit organization and must comply with all regulations, as may be amended, required to maintain said status. BBLL shall provide proof of its current not-for-profit status.

x. BBLL shall comply with all applicable and governing provisions of the Internal Revenue Code and provide the Director of Recreation and Parks with a copy of all annual IRS filings within 30 days after filing. Upon request, BBLL shall provide City with copies of BBLL's financial statements, including, but not limited to, Year End Balance Sheet, Cash Flow Report, Tax Returns, Provider's proposed next year operating budget, financial information of each Provider's programs (i.e., recreational and travel/competitive separately), or the annual gross revenue that the Provider receives from concession service.

xi. Provider shall provide a roster of all registered participants, including names, addresses, and amounts paid, no later than the Payment Due Date set forth in Section 3.0(b) above. At its sole discretion and expense, the City may require a certified financial audit. The City will determine the scope of such an audit if required.

b) Residency Requirements; Waitlists. Provider shall comply with the following:

i. Participants.

1. Provider shall ensure that all participants reside or attend school within the eligible boundaries for participation in Provider's league. The parties acknowledge that Little League National has established these boundaries and related requirements.

2. Resident Fee Discount Incentive. Provider shall receive a 5% reduction on Field Usage Player Fees, as described in Section 3(a), for Boynton Beach resident participants during any season in which Boynton Beach residents constitute 51% or more of total program enrollment.

ii. Board Members. The City will allow the Provider to maintain its current Board composition as a grandfathered arrangement. During the Initial Term of the Agreement, the Provider is granted a transitional period to establish a board that meets the residency requirements specified below.

1. Board Composition Requirement:
   a. City of Boynton Beach residents shall comprise a minimum of 51% of board members (the "Residency Requirement").
   b. Current board composition is temporarily permitted during the Initial Term.

2. Initial Compliance Period:
   a. Provider has the entire Initial Term to restructure its board to comply with the Residency Requirement.
   b. Compliance with the Residency Requirement must be achieved before the end of the Initial Term.

3. Consequences of Non-Compliance:
   a. Failure to meet the Residency Requirement by the end of the Initial Term will constitute a breach of the Agreement.
   b. If Provider fails to meet the Residency Requirement during the Initial Term, the City reserves the right to non-renew the Agreement for cause, as outlined in Sections 8.0 and 9.0.

4. Ongoing Compliance Obligation:
   a. After the Initial Term, any future failure to maintain board composition in accordance with the Residency Requirements will be considered a breach of this Agreement.
   b. In the event of such breach, the City may exercise its right to terminate the Agreement for cause, as specified in Section 9.0.

iii. Residency Verification. Provider shall verify residency (with a utility bill or mortgage statement) and shall provide the City with a sworn statement certifying the residency breakdown for participants and board members for each season.

iv. Registration Wait Lists. Following the end of the official registration period, the Provider will establish two distinct sign-up waiting lists. One list will be for residents and the second for non-residents. With each available opening on a team, the resident's waiting list will be exhausted before contacting any non-resident. Further, the resident list shall be exhausted in the following order: (a) first: prior participants in the program; and (b) second: persons who have not previously participated.

c) Coordination with City and BBLL Board Meetings.

i. Provider shall appoint one (1) liaison from their board and one (1) alternate liaison to be the official spokesperson for the BBLL. All communication with

the City should be through this designated liaison.

ii. The Provider's Liaison shall schedule quarterly meetings with the City Recreation and Parks Director/staff, Public Works Director/staff, and/or City Management staff, as directed by the City, to ensure routine communication and updates.

i. Provider shall host all board meetings on City property,

ii. Provider shall submit Field 1 usage requests in accordance with the terms and conditions of the Athletic Angels Agreement, and any field use permit agreement entered into between Provider and Athletic Angels.

iii. Failure to submit the season calendar or field usage requests in accordance with this section in a timely manner may result in a delay in holding the scheduled game(s) or events. The City shall have no liability for any such delays or rescheduling required due to such delays.

iv. Provider must display City-granted permits on-site during approved field reservations.

d) Equipment Storage and Ballfield Maintenance.

i. Provider shall store only equipment and supplies related to the baseball program's operations in storage space designated by the City.

ii. Provider is responsible for restoring the Ballfields to their pre-reservation condition, including cleaning of items including, but not limited to, collection of debris, waste, and recycling, and placing such in designated containers/locations, after each permitted use.

iii. Provider is responsible for all field lining after the City completes initial pre-use linings.

iv. Provider shall not make, or permit to be made any structural changes, perform any maintenance, or make any improvements to the Ballfields, except upon written approval of the City. Any changes or improvements approved by the City shall remain as part of the Ballfields and the property of the City upon the expiration or termination of this Agreement.

v. BBLL shall submit all facility improvement and/or repair requests in writing to the Recreation and Parks Director or designee. Recreation and Parks Director or designee will route the request through appropriate City personnel

vi. Provider shall cover the pitching mounds on Fields 2 and 3 after each use.

e) Concession Stand Usage. Provider will be allowed to utilize the City's concession stand building at the Ballfields on dates and times authorized by the City. Provider will be responsible for all inventory, maintaining cleanliness and food safety, and complying with all relevant health regulations, and all related costs. Provider is responsible for all staffing and inventory. Additionally, the Provider must ensure proper clean-up of the concession stand building after each use, including the removal of all trash and recyclables to designated disposal areas, and ensuring the Ballfields are free from paper and debris accruing from the operation of the concession stand. Provider must also adhere to all City safety protocols, including fire safety measures, proper storage of hazardous materials, and maintaining clear emergency exit paths. The Provider shall provide appropriate safety training to all staff and volunteers and maintain necessary safety equipment at the concession stand building. The City retains the right to assign concession stand usage to third parties to accommodate other activities at the Ballfields.

f) Damage / Reporting Requirements.

i. Provider shall notify the Recreation & Parks Department of any known or observed damage, vandalism, needed repairs, or safety issues at the Ballfields as soon as possible, not later than the next day.

ii. In the event of any damage outside of normal wear and tear caused by the Provider or any of its employees, volunteers, coaches, referees, and participants, the Provider shall be responsible for restoring the Ballfields or any other damaged area to its pre-existing condition before the damage.

iii. The Provider shall immediately notify the Recreation & Parks Department of any alcoholic beverages and/or illegal drugs known to be consumed on the Ballfields.

g) Other Responsibilities.

i. Provider shall be solely responsible for all costs and/or expenses associated with, or as a result of, the operation of its programs under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this agreement, including the cost associated therewith.

ii. Provider shall provide all instructors, employees, coaches, volunteers, and program staff necessary to operate the baseball program.

iii. BBLL Board and Committee Members shall not sit on the board or committee of any other organization that has a Sports Provider Agreement with or rents any field/court space from the City. Notwithstanding the

foregoing, BBLL Board and Committee Members may sit on the board of Boynton Beach Blaze Baseball.

iv. Provider shall be solely responsible for providing all necessary operational equipment and supplies to successfully run the baseball program (i.e., helmets, bats, catcher's gear, baseballs, gloves, uniforms).

v. Provider shall maintain complete and adequate accounting records documenting all fees, revenue, expenses, and changes associated with BBLL's operation of the baseball program.

vi. Provider will establish guidelines for scholarships or financial assistance that are equivalent to the City's established policies, at a minimum.

vii. The Provider will inform the City of any Board member changes at least thirty (30) days before the change goes into effect or the earliest reasonable notice if less than thirty (30) days are available.

viii. Provider shall adhere to the City's inclement weather policies and procedures.

ix. Provider shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies, including all City Ballfield rules and regulations as they may be modified from time to time.

x. Provider shall not discriminate against any person on the basis of race, color, religion, sexual orientation, gender, or gender identity in its use of the Ballfields.

xi. Provider recognizes that when field use permits are issued by the City, a specific field is reserved for the Provider to the exclusion of others. Recognizing this exclusivity, Provider shall only reserve the Ballfields for dates and times intended for its use, and Provider shall reserve field space only for BBLL's own usage. Provider does not have the authority to sublease the Ballfields to any other group or organization, including, but not limited to, sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. BBLL's insurance policy must cover all activities programmed by BBLL, and the City must be listed as an additional insured. Nothing contained in this Agreement shall limit the City's right or ability to lease or permit the Ballfields, or any portion thereof, to a third party for an activity or event approved by the City, provided, however, that such event or activity shall not conflict with BBLL's approved and permitted use of such facility.

xii. Provider shall have a designated supervisor on site who thoroughly understands the activities and uses of the Ballfields pursuant to this Agreement, who shall, as the Provider's agent, supervise, direct, and otherwise conduct the activities and use of the property under this Agreement. Provider's agents, representatives, volunteers, and employees shall serve the public in a courteous, helpful, and impartial manner. Provider shall, upon receipt of a written request from the City, immediately exclude any volunteer of Provider from providing services under this Agreement

5.0 CITY RESPONSIBILITIES

a) The City shall be responsible for the operation and maintenance of the irrigation system.

b) The City shall be responsible for maintaining all areas of Ballfields to provide safe field conditions for all park patrons. Maintenance shall include, but not be limited to, chalking infield foul lines, painting outfield lines, mowing, landscaping, and servicing the common ground areas.

c) The City will allow Ballfields to be used only when field conditions are deemed safe and when used, will not create unacceptable damage to the fields. If Ballfields are considered unsafe and unplayable, they will be closed upon the determination of the Recreation and Parks Director or designee. The City may limit, if necessary, the use of the Ballfields to prevent overuse, misuse, or abuse of the facilities, subject to the City's sole discretion.

d) On weekdays, the City will assess field conditions within 2 hours before reservation times. On weekends, the City will assess field conditions upon the arrival of maintenance staff. The Recreation and Parks Director or designee will notify the BBLL of potential field closures.

e) The City will ensure that the parking areas are properly lighted.

f) The City will secure bleacher coverings/canopies and baseline netting before any major weather event requiring activation of the City's Emergency Operations Center.

g) Coordinate Field 1 usage requests from the Provider to Athletic Angels, to the extent required by the Athletic Angels Agreement.

h) Payment of Bills. The City shall be responsible for payment of the following bills for services at the Ballfields:

i. Utility bills associated with potable water and wastewater for the public restrooms, Utility Account Number 225489-22700.

ii. All costs associated with the collection and disposal of solid waste.

iii. Utility bills associated with reclaimed water, Utility Account Number 138157-102706.

iv. All energy charges for the Ballfield lighting (FPL Meter PY24X11), the concession building, and any other electric charges incidental to Ballfield's operations.

v. Utility Billing for potable water and wastewater in the concession building.

6.0 BACKGROUND SCREENING REQUIREMENTS

Prior to BBLL's use of the Ballfields, BBLL shall conduct background screenings in accordance with Florida Law, including, but not limited to, Section 435.03 and Chapter 943, Florida Statutes, and submit the Affidavit of Criminal Background Screening attached hereto as **Exhibit A**. No person(s) other than those who have successfully passed all aspects of the background screening process will be permitted to act on behalf of or in any official capacity with the "BBLL" while utilizing the Ballfields. The background screening requirements include, but are not limited to, BBLL's Board of Directors, umpires, managers, game coaches, field coaches, team volunteers, concession stand volunteers, and anyone else providing services on BBLL's behalf pursuant to this Agreement. City reserves the right to approve or reject, for any reason, BBLL personnel assigned to perform services under this Agreement at any time. BBLL shall not allow any coach, manager, official, or volunteer who has not satisfied the BBLL's requirements of Section 435.03, Florida Statutes, or Chapter 943, as applicable, to provide any service under this Agreement. BBLL shall be responsible for the cost of all background screening required pursuant to this section.

A minimum of seven (7) days before the first official scheduled practice of each fall or spring season, BBLL shall submit a list of names for all active staff and volunteers. The list shall include only the names of those who have successfully passed the background screening process. The list of approved names shall be accurate and complete to the best of Provider's knowledge. If additional staff or volunteers are engaged to provide services under this Agreement, Provider shall submit an updated Background Screening Affidavit and provide the City with the names of any such staff or volunteers by email to: fieldreservations@bbfl.us. The updated affidavit shall be provided to the City within three (3) business days after BBLL completes the background screening.

7.0 INSURANCE

a) BBLL will provide the proper insurance approved by the City for all approved baseball activities played at the Ballfields. BBLL must maintain at their sole expense all necessary insurance in such form and amount as required by City's Risk Management Department, which includes, but is not limited to, General Liability Insurance in the amount of one million dollars ($1,000,000) per occurrence, general aggregate combined single limit for automobile liability,

including premises and operation, as well as Products Completed/Operations Aggregate, and Personal Advertising Injury; and, all other insurance coverage reasonably required by the City, including Workers' Compensation and Employers' Liability Insurance, Umbrella/Excess Liability Insurance, and Professional Liability when appropriate. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

b) The policy shall be endorsed to contain the following provisions:

i. The City of Boynton Beach shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

ii. 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) days prior written notice by either certified mail, return receipt requested, has been given to the City.

iii. BBLL shall inform its insurer to furnish directly to the City certificates of insurance with original endorsements affecting coverage required within. BBLL shall provide binders indicating placement of coverage to City before the effective date of this Agreement.

iv. City will continue to maintain all necessary insurance coverage to protect its interests, as determined by the City's Risk Manager.

v. BBLL will provide renter's insurance, in amounts determined by the City's Risk Manager, for the concession stand building and the storage building attached to the restroom building.

8.0 TERM AND RENEWALS

a. Term of Agreement and Renewal. This Agreement shall commence on December 17, 2024, and terminate on July 31, 2029 ("Initial Term"). The Agreement may be renewed for one additional five (5) year term upon the same terms and conditions, evidenced by a written Amendment to this Agreement extending the term thereof and approval of the City Commission.

b. Non-Renewal and Automatic Extension. Provider acknowledges and agrees that it has no right to renewal of this Agreement, and City may, in its sole discretion, decline to renew or extend this Agreement with or without cause. City shall provide Provider written notice of its intent not to renew at least one (1) year prior to the expiration of the then-current term. If City fails to provide timely notice of non-renewal in cases where non-renewal is without cause, this Agreement shall

automatically extend for one (1) additional year beyond its scheduled expiration date to allow Provider to make alternative arrangements for future seasons. No automatic extension shall apply if non-renewal is for cause, and in such cases, the Agreement shall be governed by the terms set forth in Section 9.0. Any extensions beyond the one-year automatic extension period shall require the express written agreement of both parties.

9.0 TERMINATION

a) Termination for Convenience. Either party may terminate this Agreement for its convenience at any time upon providing a minimum of one (1) year written notice to the other Party; provided, however, in the event the City terminates this Agreement for convenience, Provider shall be able to complete any youth sports programs that have commenced at the time that written notice of termination has been received, including any programs that have completed registration. Provider shall not commence registration for any youth sports programs following receipt of notice of termination by the City pursuant to this section. In the event of termination for convenience, the City shall have no liability to the Provider for any costs, expenses, or damages arising from or related to the termination of this Agreement. Provider shall pay all fees for use of the Ballfields occurring before the effective date of termination.

b) Termination for Cause. Either party may terminate this Agreement for cause upon thirty (30) days prior written notice to the defaulting party specifying the nature of the default. "Cause" shall include, but not be limited to: (i) material breach of any provision of this Agreement; (ii) failure to make required payments when due; (iii) violation of applicable laws, regulations, or policies; (iv) repeated service failures; or (v) conduct that materially impairs the relationship between the parties. This Agreement shall not terminate if, within such thirty (30) day period, the defaulting party either (a) cures the default or (b) if the default cannot reasonably be cured within thirty (30) days, commences and diligently pursues actions that will cure the default. If the defaulting party fails to cure or commence and diligently pursue a cure within the thirty (30) day period, this Agreement shall automatically terminate without further notice. The defaulting party shall have no claim against the non-defaulting party for damages of any kind, including but not limited to direct, indirect, consequential, or incidental damages, arising from termination of this Agreement for cause, and hereby waives any such claims.

c) Effect of Expiration or Termination on Field 1 Access and Use. Upon termination or expiration of this Agreement, in the event Provider no longer maintains a valid sports provider agreement with the City, Provider hereby acknowledges and agrees that any subsequent use of Field 1 shall be classified as "Facility Third Party Usage" (as defined in the Athletic Angels Agreement). Such use shall be subject to and governed by the terms and conditions for Facility Third Party Usage set forth in the Agreement between the City and Athletic Angels, including any amendments thereto, including but not limited to compliance with all applicable

processes and payment of applicable fees for the use of Field 1. For the avoidance of doubt, this provision shall survive the termination or expiration of this Agreement.

d) Non-Appropriation of Funding. The continuation of this Agreement beyond the end of any City fiscal year is subject to both the appropriation and the availability of funds appropriated by the City Commission.

e) The City reserves the right to cancel or reschedule the Provider's use of the Ballfields for special events or emergency situations with reasonable notice when possible.

10.0 LIABILITY AND INDEMNIFICATION

BBLL shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by BBLL, or any intentional, reckless, or negligent act or omission of BBLL, its officers, employees, volunteers, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, BBLL shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

11.0 COMPLIANCE WITH LAWS

BBLL agrees to comply with all laws of the United States, the State of Florida, and all local laws, including but not limited to the ordinances and regulations of the City, and all rules and requirements of the City Police and Fire Departments, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during this Agreement in violation of any such laws, ordinances, rules or requirements. If the City notifies BBLL of any violation on the part of BBLL or any person employed by or admitted to the said premises by BBLL, BBLL will immediately desist from and correct the violation.

12.0 SIGNAGE AND ADVERTISING

a) The Provider may display temporary signage while using the Ballfields, subject to City approval.

b) The City must approve permanent signage or advertising in writing.

c) Field 1 signage must be approved by Athletic Angels.

13.0 REMOVAL OF PERSONS

City reserves the right, through its representatives, agents, and police, to eject any person or persons engaging in objectionable activities from the Ballfields, or violating any law or ordinance. BBLL waives any right and all claims for damages against the City upon the exercise of this authority.

14.0 EVACUATION OF BALLFIELDS

City reserves the right to evacuate the Ballfields during any activity in progress if it is deemed necessary for the safety of the general public, patrons, or guests.

15.0 ASSIGNMENT PROHIBITED

Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by BBLL without the prior written consent of City. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the City to immediately terminate this Agreement, in addition to any other remedies available to the City at law or in equity. City reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to City to reasonably compensate it for the performance of any such due diligence.

16.0 NOTICE AND PAYMENT ADDRESS

Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable party giving notice of such change in accordance with this section.

Notice to City shall be addressed to:

City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Payments to City shall be made: (i) through the City's online payment portal, or (ii) if payment is mailed, payment should be addressed to:

Director of Recreation and Parks

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425

Notice to BBLL shall be addressed to:

Little League President
300 W. Woolbright Rd.
Boynton Beach, FL 33435

17.0 SETTLEMENT OF PRIOR LAWSUIT

a) This Agreement is entered into as part of the settlement of the lawsuit Boynton Beach Little League, Inc. v. City of Boynton Beach, Case No. 502024CA000517XXXAMB, filed on January 18, 2024, in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

b) As part of this settlement, Boynton Beach Little League, Inc. agrees to pay the City of Boynton Beach the sum of $1.00 for past due fees related to previous Ballfield usage. This amount represents the full and final settlement of all outstanding fees and damages claimed by either party in the lawsuit.

c) The parties acknowledge that Provider has made field rental payments before the establishment of this formal agreement, and such previously paid fees may be applied as a credit towards the Field Usage Fees owed to the City by Provider for use of the Ballfields. The application of these credits and the proration of fees shall be contingent upon the date of agreement execution:

If this Agreement is executed by BBLL on or before December 17, 2024:

Prorated Field Usage Fees will apply to the Fall 2024 Season.
Previously paid field rental/permit fees will be credited against the Fall 2024 season's Field Usage Fees.

If this Agreement is executed by BBLL after December 17, 2024:

Fall 2024 Field Usage Fees will not be prorated.
Prorated fees will only apply to the then-current season. For example only, if the Agreement is executed between December 18, 2024, and May 14, 2025, any field permit fees paid for the Spring 2025 season will be credited against the Spring 2025 Field Usage Fees.

d) Both parties acknowledge that this Agreement, including the payment of past due fees, represents a full and final settlement of all claims related to the aforementioned lawsuit against all parties to the litigation, including Athletic Angels.

e) Upon full execution of this Agreement and receipt of the payment specified in 17(b), both parties agree to file a joint stipulation of dismissal with prejudice in the aforementioned lawsuit within three (3) business days.

f) Each party shall bear its own attorneys' fees and costs related to the lawsuit.

g) This settlement is not an admission of liability by either party and is made solely to avoid the uncertainty and expense of continued litigation.

18. AGREEMENT BINDING; AMENDMENT

All terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents executing this Agreement.

19. REPRESENTATIONS AND WARRANTIES

a) Representation of Authority. BBLL represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of BBLL, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement BBLL has with any third party or violates applicable law. BBLL further represents and warrants that execution of this Agreement is within BBLL's legal powers, and each individual executing this Agreement on behalf of BBLL is duly authorized by all necessary and appropriate action to do so on behalf of BBLL and does so with full legal authority.

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

c) Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. BBLL represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. BBLL represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. BBLL represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

d) Verification of Employment Eligibility. BBLL represents that BBLL and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If BBLL violates this section, the City may immediately terminate this Agreement for cause, and BBLL shall be liable for all costs incurred by the City due to the termination.

e) Warranty of Performance. BBLL represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. BBLL represents and warrants that the services shall be performed in a skillful and respectful manner and that the quality of all services shall equal or exceed prevailing industry standards for the provision of such services.

f) Entities of Foreign Concern. BBLL represents and certifies: (i) BBLL 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 BBLL; and (iii) BBLL is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, BBLL and any subcontractor that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

g) Anti-Human Trafficking. On or before the effective date of this Agreement, BBLL shall provide City with an affidavit attesting that BBLL does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

h) Breach of Representations. BBLL acknowledges that City is materially relying on the representations, warranties, and certifications of BBLL stated in this article. City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to City; and (c) debarment of BBLL.

20. MISCELLANEOUS

a) Independent Contractor. BBLL is an independent contractor of the City, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the parties. In providing services, neither BBLL nor its agents shall act as officers, employees, or agents of the City. BBLL shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

b) Regulatory Capacity. Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If the City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a party to this Agreement.

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

d) Conditional Use. BBLL's right to use the Ballfields is conditioned upon full compliance with all terms of this Agreement. Provided BBLL complies with the Agreement's terms, BBLL will be permitted to utilize the Ballfields during dates and times authorized by the City pursuant to Section 4(d), subject to the terms of this Agreement, including, but not limited to, the field use priority provisions in Section 2(b) and field maintenance provisions in Section 2(g). The parties acknowledge and agree that the City retains sole discretion to restrict field access due to inclement weather, lightning, vandalism, emergencies, acts of God, hazardous conditions, or any circumstances that could potentially injure participants or damage the Ballfields, and the City shall have no liability for withholding access under these conditions. BBLL understands and accepts that field usage is contingent upon these comprehensive conditions, with the City maintaining absolute discretionary power to protect participant safety and field integrity.

e) Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.

f) Severability. If any part of this Agreement is found unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

g) Joint Preparation. This Agreement has been jointly prepared by the parties and shall not be construed more strictly against either party.

h) Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days unless otherwise expressly stated. Any reference to approval by the City shall require approval in writing unless otherwise expressly stated.

i) Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

j) Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

k) Attorney's Fees. In any action brought by either party to enforce the obligations of the other party, each party shall be solely responsible for its attorneys' fees and costs, regardless of the outcome of the action or litigation.

l) Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a

written document executed with the same or similar formality as this Agreement and by duly authorized representatives of City and BBLL.

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

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

o) Third-Party Beneficiaries. Neither BBLL nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

p) Non-Exclusive. This Agreement is a non-exclusive agreement between the parties. The City has the right to allow other providers to provide the same kind of services at the Ballfields during the term of this Agreement.

q) Public Records. BBLL shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, BBLL shall:

   i. Keep and maintain public records required by the City to perform the services;

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

   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 contract term and following completion of the contract if BBLL does not transfer the records to the City; and

   iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of BBLL or keep and maintain public records required by the City to perform the service. If BBLL transfers all public records to the City upon completion of the contract, BBLL shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If BBLL keeps and maintains public records upon completion of the contract, BBLL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

v. The failure of BBLL to comply with the provisions outlined in this Article shall constitute a default and breach of the Agreement, for which the City may immediately terminate the Agreement without a cure period. Failure to comply with said statutory requirements may subject BBLL to penalties under Section 119.10, Florida Statutes, as amended.

IF BBLL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BBLL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, PO BOX 310, BOYNTON BEACH, FLORIDA, 33425, 561-742-6061, CITYCLERK@BBFL.US.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

Maylee De Jesus, City Clerk

CITY OF BOYNTON BEACH:

Ty Penserga, Mayor

APPROVED AS TO FORM:

Shawna Lamb, City Attorney

BOYNTON BEACH LITTLE LEAGUE, INC.
Representing Agent

Jessica Ferguson
Name (Print) & Title

Jessica Ferguson
Signature

12-17-25 JF
Date

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by ✓ means of physical presence or ___ online notarization this 17TH day of December, 2024 by Jessica Ferguson as representative of Boynton Beach Little League, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced FG224207777280 as identification and did not (did) take an oath.

Notary Public Signature:

Print Name: Sigrid Vegas-Catinella

State of Florida at Large (Seal)

My commission expires: 8-20-25

SIGRID M. VEGAS-CATINELLA MY COMMISSION EXPIRES AUGUST 20, 2025 #H 119883 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Exhibit A
Affidavit of Criminal Background Screening

By signing this form, I am swearing or affirming that I have conducted a computerized search of the Florida Department of Law Enforcement, Sexual Offenders and Predators Website and the United States Department of Justice, National Sex Offender Public Website listed for the persons listed below who are an officer, member, partner, or employee of Boynton Beach Little League, Inc. and all volunteers of Boynton Beach Little League, Inc. providing Baseball Sports Provider Services under the Little League Park Sports Provider Facility Use Agreement with the City of Boynton Beach and none of the forgoing persons were listed on either website as being a sexual predator or sexual offender. The information contained in this Affidavit is up to date as reported in such websites as of the date this Affidavit is signed.

All individuals providing services under the Agreement at the Park are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date, and date deemed eligible and shall fall into one (1) of the following categories:

1. Initially screened and not disqualified.

   [Insert list of individuals who will be providing Services] [*Applicable only to first season Affidavit. Thereafter, only categories 2 and 3 must be completed.]*

2. New individuals screened and not disqualified who are eligible.

   [Insert list of individuals]

3. Individuals no longer providing services for BBLL under this Agreement at the Ballfields.

   [Insert list of individuals]

Date: _____, 20___ Signed: _____

Entity: Boynton Beach Little League, Inc. Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Affidavit of Criminal Background Screening 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: _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-321- Award Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Manufacturer (OEM) Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment to Innovative Equipment 2, LLC d/b/a Case Power & Equipment of Florida, SBL Freightliner, LLC, KVP Enterprises, Inc. d/b/a Expert Diesel, Nacarato Trucks General Partnership, Nacarato Volvo Trucks and The Petestore of South Florida and approve a 5-year contract with the awarded vendors with an annual expenditure not to exceed $700,000 for each vendor.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-321.

Explanation of Request: Explanation of Request: Contract Term: December 18, 2024 thru December 17, 2029

On October 29, 2024, Materials and Distribution received and tabulated five (5) proposals for Parts and Service for Large and Heavy Duty Vehicles and Equipment. All proposals were reviewed by the Division Director, Materials and Distribution. It was determined to recommend this award to all vendors.

The bid is based on discount percentage off for parts and an hourly rate for service. Ordering will be on an as needed basis.

Awarded Vendors

Innovative Equipment 2, LLC, d/b/a - Case Power & Equipment of Florida
Parts - Case 15% Discount
Service - Case $175.00 Hourly Rate

SBL Freightliner, LLC
Parts - Freightliner 15% Discount
Service - Freightliner $175.00 Hourly Rate

KVP Enterprises, Inc. d/b/a Expert Diesel
Parts - Autocar 15% Discount
Freightliner 15% Discount
International 15% Discount
Peterbilt 15% Discount
Service - Autocar $95.00 Hourly Rate

Freightliner $95.00 Hourly Rate
International $95.00 Hourly Rate
Peterbilt $95.00 Hourly Rate
Pierce $95.00 Hourly Rate
Sutphen $95.00 Hourly Rate

Nacarato Trucks General Partnership, Nacarato Volvo Trucks

Parts - Autocar 80% Discount
Mack 80% Discount
Volvo 80% Discount

Service - AEV $165.00 Hourly Rate
Aquatec $165.00 Hourly Rate
Autocar $165.00 Hourly Rate
Case $165.00 Hourly Rate
Caterpillar $165.00 Hourly Rate
Freightliner $165.00 Hourly Rate
GS Products $165.00 Hourly Rate
Galbreath $165.00 Hourly Rate
Heil $165.00 Hourly Rate
International $165.00 Hourly Rate
John Deere $165.00 Hourly Rate
Mack $165.00 Hourly Rate
New Way $165.00 Hourly Rate
Peterbilt $165.00 Hourly Rate
Petersen Industries $165.00 Hourly Rate
Pierce $165.00 Hourly Rate
Sutphen $165.00 Hourly Rate
Vac-Con $165.00 Hourly Rate
Volvo $165.00 Hourly Rate

The Petestore of South Florida

Parts - Autocar 5% Discount
Caterpillar 5% Discount
International 5% Discount
Peterbilt 11% Discount

Service - Autocar $205.00 Hourly Rate
Caterpillar $205.00 Hourly Rate
Peterbilt $205.00 Hourly Rate

How will this affect city programs or services? The purpose of this bid is to secure a source of supply for the purchase of parts and service for large vehicles and equipment. All orders are on an as needed basis with high usage items being stocked at the City's Warehouse.

Fiscal Impact: Funds are budgeted and available for account 502-0000-141-0100 for the amount of $700,000.

Attachments:

R24-321 Agenda_Item_2468-
2023_Resolution_for_ITB_Annual_Supply_of_Service_and_parts_for_Vehicles_and_Equipmer
Exhibit A to Resolution - Case Power Contract Signed by Vendor.pdf
Exhibit B to Resolution - Freightliner Contract Signed by Vendor.pdf
Exhibit C to Resolution - KVP Contract Signed by Vendor.pdf
Exhibit D to Resolution - Nacarato Contract Signed by Vendor.pdf
Exhibit E to Resolution - Pete Store Contract Signed by Vendor.pdf
Tabulation Sheet.pdf

RESOLUTION NO. R24-321

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. WH24-077 FOR ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER SERVICES AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT TO INNOVATIVE EQUIPMENT 2 LLC DBA CASE POWER & EQUIPMENT OF FLORIDA, SBL FREIGHTLINER LLC, KVP ENTERPRISES INC. DBA EXPERT DIESEL, NACARATO TRUCKS GENERAL PARTNERSHIP, NACARATO VOLVO TRUCKS AND THE PETESTORE OF SOUTH FLORIDA; APPROVING AGREEMENTS BETWEEN THE CITY AND THE AWARDED VENDOR FOR FIVE YEAR TERMS; AND FOR ALL OTHER PURPOSES.

WHEREAS, On October 29, 2024, the Materials and Distribution Division received and tabulated five (5) proposals for Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment; and

WHEREAS, the division Director reviewed all proposals. The bid is based on a discount percentage for parts. Ordering will be on an as-needed basis; and

WHEREAS, due to the wide variety of parts available, it was determined to recommend this award to all five (5) vendors in order to utilize the discounts to obtain the lowest possible cost and to secure a source of supply for the purchase of parts and service for large vehicles and equipment; and

WHEREAS, the five (5) vendors were determined by utilizing the evaluation forms, which contain current pricing provided by the vendors on common-use items and services; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award an Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment to Innovative Equipment 2, LLC d/b/a Case Power & Equipment of Florida, SBL Freightliner, LLC, KVP Enterprises, Inc. d/b/a Expert Diesel, Nacarato Trucks General Partnership, Nacarato Volvo Trucks, and The Petestore of South Florida, and approve Agreements between the City and the awarded Vendor.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award an Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment to Innovative Equipment 2, LLC d/b/a Case Power & Equipment of Florida, SBL Freightliner, LLC, KVP Enterprises, Inc. d/b/a Expert Diesel, Nacarato Trucks General Partnership, Nacarato Volvo Trucks, and The Petestore of South Florida.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Innovative Equipment 2, LLC d/b/a Case Power & Equipment of Florida, and the City for Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment with an annual expenditure not to exceed $700,000 (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, does hereby approve an Agreement between SBL Freightliner, LLC and the City for Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment with an annual expenditure not to exceed $700,000 (the “Agreement”), in form and substance similar to that attached as Exhibit B.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between KVP Enterprises, Inc. d/b/a Expert Diesel and the City for Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment with an annual expenditure not to exceed $700,000 (the “Agreement”), in form and substance similar to that attached as Exhibit C.

SECTION 6. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Nacarato Trucks General Partnership, Nacarato Volvo Trucks, and the City for Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and

Parts for Medium/Large and Heavy Duty Vehicles and Equipment with an annual expenditure not to exceed $700,000 (the "Agreement"), in form and substance similar to that attached as Exhibit D.

SECTION 7. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between The Petestore of South Florida and the City for Invitation to Bid No. WH24-077 for Annual Supply of Original Equipment Services and Parts for Medium/Large and Heavy Duty Vehicles and Equipment with an annual expenditure not to exceed $700,000 (the "Agreement"), in form and substance similar to that attached as Exhibit E.

SECTION 6. 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 Agreements or necessary to accomplish the purposes of the Agreements and this Resolution.

SECTION 7. The City Clerk shall retain the fully executed Agreements as a public record of the City. A copy of the fully executed Agreements shall be provided to Michael Dauta to forward to the Vendors.

SECTION 8. 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 VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **Innovative Equipment 2 LLC, DBA – Case Power & Equipment of Florida**, hereinafter referred to as "Vendor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide parts and service for the City's fleet of medium/large vehicles and equipment.

2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified on Exhibit "A" Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the City Manager or his designee. The terms and conditions of Bid No. WH24-077 and Vendor's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. WH24-077, and Vendor's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. WH24-077; 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. Vendor shall perform all services and provide all work product required pursuant to this Agreement.

4. TERM. The initial term of the contract shall be for five (5) years effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. Prices shall remain firm for the first 12-months of the Agreement. Annually thereafter, Vendor may request a price increase subject to the City's approval. 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. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require 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. Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Such renewals are only effective and valid if in writing and executed by each parties' authorized representative.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered under this Agreement in accordance with Exhibit "B" Schedule of Prices attached hereto and incorporated herein by reference, as follows:
   a. The annual amount not to exceed $700,000.00 for a total contract amount not to exceed $3,500,000.00 over the total term of the Agreement, inclusive of all renewals.
   b. 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, and approved by the City Commission as required.

c. 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.
d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.
f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
g. 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 services 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 services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, liability, damages, or any portion thereof, including attorney fees and costs, which the City or its officers, employees, or agents 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.. 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.

   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. 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 polices 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 8, "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.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services 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. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Dan Dugger, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both City and Vendor.

19. 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 public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

Maylee DeJesus, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US

20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, 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.

21. 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.

22. 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 which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23. 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.

24. 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, money that may become due and money 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 bind itself, their 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. 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.

E. 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.

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

G. Anti-Human Trafficking: On or before the Effective Date of the 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.

H. 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 Section 768.28, Florida Statutes.

I. Countries of Concern: Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

J. Services Provided in Response to Natural Disaster / Emergency. Vendor provides services that the City may require in the event of a hurricane or other disaster. Vendor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Vendor or reimburse the City for payments made to Vendor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Vendor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Vendor agree that with respect to any services or work performed or provided by Vendor or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Vendor of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail

K. 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 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.

(Signatures on Following Page)

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

General Manager
Title

(Corporate Seal)

Attest/Authenticated:

_____
Secretary

City of Boynton Beach

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide parts and service for medium/large heavy-duty truck and equipment on an as-needed basis for the City of Boynton Beach, Florida. Specific items will be selected and ordered via purchase order.

EXHIBIT B

SCHEDULE OF PRICES

Parts
Case – List Price less 15% off

Service
Case - $175.00 hourly rate

Exhibit C

FEMA Requirements

FEMA REQUIREMENTS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies.**

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination for Cause.** The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

F. **Termination for Convenience.** The City may terminate this Contract at its convenience with or

without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Changes to Contract.** Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

H. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

I. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

J. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145). In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

K. **Contract Work Hours and Safety Standards Act**
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix JI, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

L. **Rights to Inventions Made Under a Contract or Agreement**

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

M. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

N. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out

below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any 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 influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program,

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
b. Resource Conservation and Recovery Act
c. National Historic Preservation Act
d. 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

R. **Compliance with State and Federal Reporting Requirements**. The contractor and its

subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act.**
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e} [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities.**
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including

attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds.**
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies.**
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the

City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Subcontracts.** (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		MINIMUM LIMITS REQUIRED
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultants		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 100,000.00
Disease, Policy Limit	$ 500,000.00	
Disease Each Employee	$ 100,000.00	
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **SBL Freightliner LLC**, hereinafter referred to as "Vendor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide parts and service for the City's fleet of medium/large vehicles and equipment.

2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified on Exhibit "A" Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the City Manager or his designee. The terms and conditions of Bid No. WH24-077 and Vendor's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. WH24-077, and Vendor's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. WH24-077; 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. Vendor shall perform all services and provide all work product required pursuant to this Agreement.

4. TERM. The initial term of the contract shall be for five (5) years effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. Prices shall remain firm for the first 12-months of the Agreement. Annually thereafter, Vendor may request a price increase subject to the City's approval. 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. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require 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. Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Such renewals are only effective and valid if in writing and executed by each parties' authorized representative.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered under this Agreement in accordance with Exhibit "B" Schedule of Prices attached hereto and incorporated herein by reference, as follows:
   a. The annual amount not to exceed $700,000.00 for a total contract amount not to exceed $3,500,000.00 over the total term of the Agreement, inclusive of all renewals.
   b. 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, and approved by the City Commission as required.
   c. 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.

d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.
f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
g. 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 services 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 services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, liability, damages, or any portion thereof, including attorney fees and costs, which the City or its officers, employees, or agents 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.. 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.

   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. 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 polices 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 8, "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.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services 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.

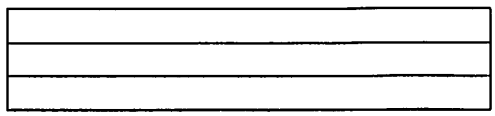
e. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement.

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. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Dan Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:



18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both City and Vendor.

19. 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 public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

Maylee DeJesus, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US

20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, 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.

21. 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.

22. 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 which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23. 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.

24. 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, money that may become due and money 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 bind itself, their 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. 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.

E. 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.

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

G. Anti-Human Trafficking: On or before the Effective Date of the 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.

H. 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 Section 768.28, Florida Statutes.

I. Countries of Concern: Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

J. Services Provided in Response to Natural Disaster / Emergency. Vendor provides services that the City may require in the event of a hurricane or other disaster. Vendor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Vendor or reimburse the City for payments made to Vendor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Vendor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Vendor agree that with respect to any services or work performed or provided by Vendor or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Vendor of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail

K. 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 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.

(Signatures on Following Page)

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

_____ 11/6/2024
Signature of Authorized Official

Chris Poulin
Printed Name of Authorized Official

Parts Director
Title

(Corporate Seal)

Attest/Authenticated:
Edwin Ch. Parts Manager
Secretary

City of Boynton Beach

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide parts and service for medium/large heavy-duty truck and equipment on an as-needed basis for the City of Boynton Beach, Florida. Specific items will be selected and ordered via purchase order.

EXHIBIT B

SCHEDULE OF PRICES

Parts
Freightliner – 15% Discount

Service
Case - $175.00 hourly rate

Exhibit C

FEMA Requirements

FEMA REQUIREMENTS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies.**

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination for Cause.** The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

F. **Termination for Convenience.** The City may terminate this Contract at its convenience with or

without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Changes to Contract.** Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

H. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

I. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

J. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145). In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

K. **Contract Work Hours and Safety Standards Act**
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix JI, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

L. **Rights to Inventions Made Under a Contract or Agreement**

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

M. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

N. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out

below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. <u>Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying</u>

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any 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 influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
b. Resource Conservation and Recovery Act
c. National Historic Preservation Act
d. 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

R. **Compliance with State and Federal Reporting Requirements.** The contractor and its

subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act.**
(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities.**
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including

attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds.**
(Applicable to all FEMA Construction Contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies.**
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the

City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Subcontracts.** (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		MINIMUM LIMITS REQUIRED
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultants		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 100,000.00
Disease, Policy Limit	$ 500,000.00	
Disease Each Employee	$ 100,000.00	
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **KVP Enterprises Inc DBA Expert Diesel**, hereinafter referred to as "Vendor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide parts and service for the City's fleet of medium/large vehicles and equipment.

2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified on Exhibit "A" Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the City Manager or his designee. The terms and conditions of Bid No. WH24-077 and Vendor's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. WH24-077, and Vendor's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. WH24-077; 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. Vendor shall perform all services and provide all work product required pursuant to this Agreement.

4. TERM. The initial term of the contract shall be for five (5) years effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. Prices shall remain firm for the first 12-months of the Agreement. Annually thereafter, Vendor may request a price increase subject to the City's approval. 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. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require 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. Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Such renewals are only effective and valid if in writing and executed by each parties' authorized representative.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered under this Agreement in accordance with Exhibit "B" Schedule of Prices attached hereto and incorporated herein by reference, as follows:
   a. The annual amount not to exceed $700,000.00 for a total contract amount not to exceed $3,500,000.00 over the total term of the Agreement, inclusive of all renewals.
   b. 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, and approved by the City Commission as required.
   c. 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.

d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.
f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
g. 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 services 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 services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, liability, damages, or any portion thereof, including attorney fees and costs, which the City or its officers, employees, or agents 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.. 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.

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. 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 polices 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 8, "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.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services 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.

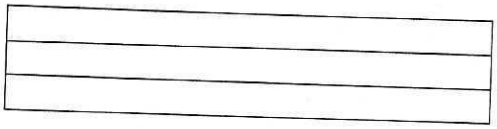
e. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement.

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. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Dan Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:



18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both City and Vendor.

19. 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 public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

Maylee DeJesus, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US

20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, 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.

21. 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.

22. 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 which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23. 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.

24. 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, money that may become due and money 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 bind itself, their 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. 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.

E. 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.

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

G. Anti-Human Trafficking: On or before the Effective Date of the 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.

H. 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 Section 768.28, Florida Statutes.

I. Countries of Concern: Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

J. Services Provided in Response to Natural Disaster / Emergency. Vendor provides services that the City may require in the event of a hurricane or other disaster. Vendor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Vendor or reimburse the City for payments made to Vendor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Vendor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Vendor agree that with respect to any services or work performed or provided by Vendor or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Vendor of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail

K. 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 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.

(Signatures on Following Page)

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

_____
Signature of Authorized Official

Luis Merchan
_____
Printed Name of Authorized Official

President
_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Secretary

City of Boynton Beach

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide parts and service for medium/large heavy-duty truck and equipment on an as-needed basis for the City of Boynton Beach, Florida. Specific items will be selected and ordered via purchase order.

EXHIBIT B

SCHEDULE OF PRICES

Parts

Autocar – 15% Discount
Freightliner – 15% Discount
International – 15% Discount
Peterbilt – 15% Discount

Service

Autocar - $95.00 hourly rate
Freightliner - $95.00 hourly rate
International - $95.00 hourly rate
Peterbilt - $95.00 hourly rate
Pierce - $95.00 hourly rate
Sutphen - $95.00 hourly rate

Exhibit C

FEMA Requirements

FEMA REQUIREMENTS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies.**

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination for Cause.** The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

F. **Termination for Convenience.** The City may terminate this Contract at its convenience with or

without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Changes to Contract.** Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

H. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

I. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

J. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145). In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

K. **Contract Work Hours and Safety Standards Act**
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix JI, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

L. **Rights to Inventions Made Under a Contract or Agreement**

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

M. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

N. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out

below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any 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 influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
b. Resource Conservation and Recovery Act
c. National Historic Preservation Act
d. 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

R. **Compliance with State and Federal Reporting Requirements**. The contractor and its

subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act.**
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e} [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities.**
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including

attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds.**
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies.**
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the

City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Subcontracts.** (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		MINIMUM LIMITS REQUIRED
General Liability		
Commercial General Liability	General Aggregate	$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Products-Comp/Op Agg.	$ 1,000,000.00
Liquor Liability	Personal & Adv. Injury	$ 1,000,000.00
Professional Liability	Each Occurrence	$ 1,000,000.00
Employees & Officers	Fire Damage (any one fire)	$ 50,000.00
Pollution Liability	Med. Expense (any one person)	$ 5,000.00
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultants		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability		
Any Auto	Combined Single Limit	$ 300,000.00
All Owned Autos	Bodily Injury (per person)	to be determined
Scheduled Autos	Bodily Injury (per accident)	to be determined
Hired Autos	Property Damage	to be determined
Non-Owned Autos	Trailer Interchange	$ 50,000.00
PIP Basic		
Intermodal		
Garage Liability		
Any Auto	Auto Only, Each Accident	$ 1,000,000.00
Garage Keepers Liability	Other Than Auto Only	$ 100,000.00
	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability		
Umbrella Form	Each Occurrence	to be determined
	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 100,000.00
Disease, Policy Limit	$ 500,000.00	
Disease Each Employee	$ 100,000.00	
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

City of Boynton Beach

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide parts and service for medium/large heavy-duty truck and equipment on an as-needed basis for the City of Boynton Beach, Florida. Specific items will be selected and ordered via purchase order.

EXHIBIT B

SCHEDULE OF PRICES

Parts
Autocar - 80% off
Mack - 80% off
Volvo - 80% off

EXHIBIT B cont.

SCHEDULE OF PRICES

Service

AEV – $165.00 hourly rate
Aquatec – $165.00 hourly rate
Autocar - $165.00 hourly rate
Case - $165.00 hourly rate
Caterpillar - $165.00 hourly rate
Freightliner – $165.00 hourly rate
G.S. Products – $165.00 hourly rate
Galbreth – $165.00 hourly rate
Heil – $165.00 hourly rate
International – $165.00 hourly rate
John Deere - $165.00 hourly rate
Mack - $165.00 hourly rate
New Way - $165.00 hourly rate
Peterbilt - $165.00 hourly rate
Petersen Industries - $165.00 hourly rate
Pierce - $165.00 hourly rate
Sutphen - $165.00 hourly rate
Vac-Con - $165.00 hourly rate
Volvo - $165.00 hourly rate

Exhibit C

FEMA Requirements

FEMA REQUIREMENTS

The FEMA Requirements shall only modify the Contract upon the provision by the Contractor of work or services required as a result of a disaster.

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the **"FEMA Requirements")** shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. The contractor shall submit invoices covering no more than a 30-day period.

D. **Remedies.**

(1) Legal Remedies. The city may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

(2) Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by the Contractor, the Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

E. **Termination for Cause.** The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5)-calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

F. **Termination for Convenience.** The City may terminate this Contract at its convenience with or

without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials, or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Changes to Contract.** Changes to the Contract terms and conditions which are within the scope of the Contract, reasonable for completion of the contract scope, allowable under FEMA regulations, and mutually agreed, may be made part of the Contract by written amendment duly executed by City and Contractor.

H. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph **(1)** and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

I. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

J. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145). In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

(1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

K. **Contract Work Hours and Safety Standards Act**
(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix JI, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

L. **Rights to Inventions Made Under a Contract or Agreement**

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

M. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

N. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out

below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

f. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. **Certification Regarding Use of Contract Funds for Lobbying - Byrd Anti-Lobbying**

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any 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 influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

P. **Procurement of Recovered Materials**
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Q. **Compliance with Federal Law, Regulations, and Executive Orders**
(Applicable to all FEMA contracts)

This is an acknowledgment that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
b. Resource Conservation and Recovery Act
c. National Historic Preservation Act
d. 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

R. **Compliance with State and Federal Reporting Requirements.** The contractor and its

subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

S. **Immigration and Naturalization Act.**
(Applicable to all FEMA contracts}

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e} [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

T. **Indemnity of Funding Entities.**
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration), and the City and their officers, agents, employees, and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including

attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees, and subcontractors' acts or omissions associated with this Contract.

U. **Performance and Payment Bonds.**
(Applicable to all FEMA Construction Contracts}

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under the contract and the payment of all subcontractors, materials, and laborers. Said bonds shall be subject to approval by the City.

V. **Materials and Supplies.**
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials, and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

W. **Access to Records**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the

City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

X. **DHS Seal, Logo and Flags**
(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials without specific FEMA approval.

Y. **Fraud and False or Fraudulent or Related Acts**
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Z. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Subcontracts.** (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		**MINIMUM LIMITS REQUIRED**
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultants		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 100,000.00
Disease, Policy Limit	$ 500,000.00	
Disease Each Employee	$ 100,000.00	
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

_____
Signature of Authorized Official

MICHAEL FLORES
Printed Name of Authorized Official

GENERAL MANAGER
Title

(Corporate Seal)

Attest/Authenticated:

_____
Secretary

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **Nacarato Trucks General Partnership, Nacarato Volvo Trucks**, hereinafter referred to as "Vendor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide parts and service for the City's fleet of medium/large vehicles and equipment.

2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified on Exhibit "A" Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the City Manager or his designee. The terms and conditions of Bid No. WH24-077 and Vendor's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. WH24-077, and Vendor's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. WH24-077; 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. Vendor shall perform all services and provide all work product required pursuant to this Agreement.

4. TERM. The initial term of the contract shall be for five (5) years effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. Prices shall remain firm for the first 12-months of the Agreement. Annually thereafter, Vendor may request a price increase subject to the City's approval. 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. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require 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. Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Such renewals are only effective and valid if in writing and executed by each parties' authorized representative.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered under this Agreement in accordance with Exhibit "B" Schedule of Prices attached hereto and incorporated herein by reference, as follows:
   a. The annual amount not to exceed $700,000.00 for a total contract amount not to exceed $3,500,000.00 over the total term of the Agreement, inclusive of all renewals.
   b. 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, and approved by the City Commission as required.

c. 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.
d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.
f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
g. 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 services 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 services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, liability, damages, or any portion thereof, including attorney fees and costs, which the City or its officers, employees, or agents 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.. 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.

   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. 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 polices 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 8, "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.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services 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. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Dan Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both City and Vendor.

19. 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 public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

Maylee DeJesus, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US

20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, 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.

21. 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.

22. 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 which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23. 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.

24. 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, money that may become due and money 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 bind itself, their 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. 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.

E. 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.

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

G. Anti-Human Trafficking: On or before the Effective Date of the 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.

H. 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 Section 768.28, Florida Statutes.

I. Countries of Concern: Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

J. Services Provided in Response to Natural Disaster / Emergency. Vendor provides services that the City may require in the event of a hurricane or other disaster. Vendor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Vendor or reimburse the City for payments made to Vendor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Vendor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Vendor agree that with respect to any services or work performed or provided by Vendor or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Vendor of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail

K. 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 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.

(Signatures on Following Page)

Docusign Envelope ID: 90773EF7-3C29-4C22-AFE3-26C8CFEF9878

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **The Petestore of South Florida**, hereinafter referred to as "Vendor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide parts and service for the City's fleet of medium/large vehicles and equipment.

2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified on Exhibit "A" Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the City Manager or his designee. The terms and conditions of Bid No. WH24-077 and Vendor's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. WH24-077, and Vendor's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. WH24-077; 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. Vendor shall perform all services and provide all work product required pursuant to this Agreement.

4. TERM. The initial term of the contract shall be for five (5) years effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. Prices shall remain firm for the first 12-months of the Agreement. Annually thereafter, Vendor may request a price increase subject to the City's approval. 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. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require 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. Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Such renewals are only effective and valid if in writing and executed by each parties' authorized representative.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered under this Agreement in accordance with Exhibit "B" Schedule of Prices attached hereto and incorporated herein by reference, as follows:
   a. The annual amount not to exceed $700,000.00 for a total contract amount not to exceed $3,500,000.00 over the total term of the Agreement, inclusive of all renewals.
   b. 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, and approved by the City Commission as required.
   c. 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.

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d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.
f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
g. 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 services 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 services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, liability, damages, or any portion thereof, including attorney fees and costs, which the City or its officers, employees, or agents 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.. 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.

   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. 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 polices 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

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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 8, "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.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services 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.

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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. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Dan Dugger, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

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Attn: General Counsel
2441 S. State Rd 7
Fort Lauderdale, FL 33317

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both City and Vendor.

19. 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 public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

Maylee DeJesus, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US

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20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, 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.

21. 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.

22. 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 which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23. 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.

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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.

24. 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, money that may become due and money 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 bind itself, their 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

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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. 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.

E. 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.

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

G. Anti-Human Trafficking: On or before the Effective Date of the 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.

H. 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 Section 768.28, Florida Statutes.

I. Countries of Concern: Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

J. 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 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.

(Signatures on Following Page)

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DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

Signed by:
Frank Helfrich
91263C19256247C...
Signature of Authorized Official

Frank Helfrich
Printed Name of Authorized Official

General Manager
Title

(Corporate Seal)

Attest/Authenticated:
Docusigned by:
MALLORY BIVENS
D36BCC36EC68430...
Secretary

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City of Boynton Beach

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide parts and service for medium/large heavy-duty truck and equipment on an as-needed basis for the City of Boynton Beach, Florida. Specific items will be selected and ordered via purchase order.

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EXHIBIT B

SCHEDULE OF PRICES

Parts
Autocar – 5% Discount
Caterpillar – 5% Discount
International – 5% Discount
Peterbilt – 11% Discount

Service
Autocar - $205.00 hourly rate
Caterpillar - $205.00 hourly rate
Peterbilt - $205.00 hourly

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Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		**MINIMUM LIMITS REQUIRED**
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultants		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 100,000.00
Disease, Policy Limit	$ 500,000.00	
Disease Each Employee	$ 100,000.00	
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

Item 1 - Large Truck Parts Attachment B

Percentage Off / Discount Offered for Parts

Manufacturer	CASE POWER AND EQUIPMENT OF FLORIDA	KVP Enterprises Inc.	Nacarato Trucks	SBL Freightliner	The Petestore
AEV	NA	NA	70% OFF	NA	NA
Aquatec	NA	NA	70% OFF	NA	NA
Autocar	NA	15%	80% OFF	NA	5%
Case	LIST PRICE LESS 15% OFF	NA	70% OFF	NA	NA
Caterpillar	NA	NA	70% OFF	NA	5%
Freightliner	NA	15%	70% OFF	15	NA
G.S. Products	NA	NA	70% OFF	NA	NA
Galbreth	NA	NA	70% OFF	NA	NA
Heil	NA	NA	70% OFF	NA	NA
International	NA	15%	70% OFF	NA	5%
John Deere	NA	NA	70% OFF	NA	NA
Mack	NA	NA	80% OFF	NA	NA
New Way	NA	NA	70% OFF	NA	NA
Peterbilt	NA	15%	70% OFF	NA	11%
Petersen Industries	NA	NA	70% OFF	NA	NA
Pierce	NA	NA	70% OFF	NA	NA
Sutphen	NA	NA	70% OFF	NA	NA
Vac-Con	NA	NA	70% OFF	NA	NA
Volvo	NA	NA	VOLVO 80% OFF Cummins 85% OFF	NA	NA

Item 2 - Large Truck Service Attachment B

			Hourly Rate				
Manufacturer	Description	Unit	CASE POWER AND EQUIPMENT OF FLORIDA	KVP Enterprises Inc.	Nacarato Trucks	SBL Freightliner	The Petestore
AEV	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Aquatec	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Autocar	Hourly Rate for Service	Hourly	NA	95.00	165	NA	205.00
Case	Hourly Rate for Service	Hourly	175/HOUR	NA	165	NA	NA
Caterpillar	Hourly Rate for Service	Hourly	NA	NA	165	NA	205.00
Freightliner	Hourly Rate for Service	Hourly	NA	95.00	165	175.00	NA
G.S. Products	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Galbreth	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Heil	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
International	Hourly Rate for Service	Hourly	NA	95.00	165	NA	NA
John Deere	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Mack	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
New Way	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Peterbilt	Hourly Rate for Service	Hourly	NA	95.00	165	NA	205.00
Petersen Industries	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Pierce	Hourly Rate for Service	Hourly	NA	95.00	165	NA	NA
Sutphen	Hourly Rate for Service	Hourly	NA	95.00	165	NA	NA
Vac-Con	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA
Volvo	Hourly Rate for Service	Hourly	NA	NA	165	NA	NA

Item 3 - Large Truck Parts Evaluation Attachment B

CASE POWER AND EQUIPMENT OF FLORIDA

Manufacturer	Description and Part Number	Current Price	Discount From Item 1	Final Item Price
AEV	LED Underbody Lights - Part # KFA-SLC8	NA	NA	NA
Aquatec	Pressure Gauge - Part # A131788_VT	NA	NA	NA
Autocar	Lug Nuts for Wheels - Part # GZ040006-001	NA	NA	NA
Case	Tie Rod - Part # 401054A1	296.00	15%	246.50
Caterpillar	Starter - Part # 0R4316	NA	NA	NA
Freightliner	Thermostat - Part # 5273379	NA	NA	NA
G.S. Products	Rotator Cam with Bushing - Part # 8003KIT	NA	NA	NA
Galbreth	Fender - Part # GAL 1718W	NA	NA	NA
Heil	Joystick for Tipper - Part # 031-6450	NA	NA	NA
International	Belt Tensioner - Part # 5270678	NA	NA	NA
John Deere	Steering Manual Hydraulic Valve - Part # AT433078	NA	NA	NA
Mack	Oil Pressure Switch - Part # 23721213	NA	NA	NA
New Way	Bumper Assembly - Part # 137514	NA	NA	NA
Peterbilt	Front Shocks - B71-6020	NA	NA	NA
Petersen Industries	Standard Trash Bucket Assembly - Part # 102101	NA	NA	NA
Pierce	Hale Pump Primer - Part # HAP-501-3090-01-0	NA	NA	NA
Sutphen	Driver Seat Cushion - Part # HOB-8021-4581CH1	NA	NA	NA
Vac-Con	Hose Reel Pressure Gauge - Part # 665-0102 Pipe Thread	NA	NA	NA
Volvo	Belt Tensioner - Part # 23669029	NA	NA	NA

KVP Enterprises Inc.

Manufacturer	Description and Part Number	Current Price	Discount From Item 1	Final Item Price
AEV	LED Underbody Lights - Part # KFA-SLC8	NA	NA	NA
Aquatec	Pressure Gauge - Part # A131788_VT	NA	NA	NA
Autocar	Lug Nuts for Wheels - Part # GZ040006-001	10.44	15%	6.26
Case	Tie Rod - Part # 401054A1	NA	NA	NA
Caterpillar	Starter - Part # 0R4316	NA	NA	NA
Freightliner	Thermostat - Part # 5273379	73.36	15%	57.26
G.S. Products	Rotator Cam with Bushing - Part # 8003KIT	NA	NA	NA
Galbreth	Fender - Part # GAL 1718W	NA	NA	NA
Heil	Joystick for Tipper - Part # 031-6450	NA	NA	NA
International	Belt Tensioner - Part # 5270678	188.90	15%	148.91
John Deere	Steering Manual Hydraulic Valve - Part # AT433078	NA	NA	NA
Mack	Oil Pressure Switch - Part # 23721213	NA	NA	NA
New Way	Bumper Assembly - Part # 137514	NA	NA	NA
Peterbilt	Front Shocks - B71-6020	210.25	15%	126.74
Petersen Industries	Standard Trash Bucket Assembly - Part # 102101	NA	NA	NA
Pierce	Hale Pump Primer - Part # HAP-501-3090-01-0	NA	NA	NA
Sutphen	Driver Seat Cushion - Part # HOB-8021-4581CH1	NA	NA	NA
Vac-Con	Hose Reel Pressure Gauge - Part # 665-0102 Pipe Thread	NA	NA	NA
Volvo	Belt Tensioner - Part # 23669029	NA	NA	NA

Nacarato Trucks

Manufacturer	Description and Part Number	Current Price	Discount From Item 1	Final Item Price
AEV	LED Underbody Lights - Part # KFA-SLC8	80.14	68%	25.64
Aquatec	Pressure Gauge - Part # A131788_VT	304.88	68%	97.56
Autocar	Lug Nuts for Wheels - Part # GZ040006-001	11.68	80%	2.33
Case	Tie Rod - Part # 401054A1	148.20	68%	47.42
Caterpillar	Starter - Part # 0R4316	589.21	72%	164.97
Freightliner	Thermostat - Part # 5273379	94.60	68%	30.27
G.S. Products	Rotator Cam with Bushing - Part # 8003KIT	N/A	70%	N/A
Galbreth	Fender - Part # GAL 1718W	794.59	72%	222.48
Heil	Joystick for Tipper - Part # 031-6450	1675.68	72%	469.19
International	Belt Tensioner - Part # 5270678	233.08	72%	65.26
John Deere	Steering Manual Hydraulic Valve - Part # AT433078	4591.51	72%	1285.62
Mack	Oil Pressure Switch - Part # 23721213	174.83	80%	111.41
New Way	Bumper Assembly - Part # 137514	753.84	72%	211.06
Peterbilt	Front Shocks - B71-6020	192.60	72%	139.10
Petersen Industries	Standard Trash Bucket Assembly - Part # 102101	28791.09	82%	5182.39
Pierce	Hale Pump Primer - Part # HAP-501-3090-01-0	2431.71	72%	680.87
Sutphen	Driver Seat Cushion - Part # HOB-8021-4581CH1	410.40	72%	114.91
Vac-Con	Hose Reel Pressure Gauge - Part # 665-0102 Pipe Thread	436.28	72%	122.16
Volvo	Belt Tensioner - Part # 23669029	289.91	80%	57.98

SBL Freightliner

Manufacturer	Description and Part Number	Current Price	Discount From Item 1	Final Item Price
AEV	LED Underbody Lights - Part # KFA-SLC8	NA	NA	NA
Aquatec	Pressure Gauge - Part # A131788_VT	NA	NA	NA
Autocar	Lug Nuts for Wheels - Part # GZ040006-001	NA	NA	NA
Case	Tie Rod - Part # 401054A1	NA	NA	NA
Caterpillar	Starter - Part # 0R4316	NA	NA	NA
Freightliner	Thermostat - Part # 5273379	73.36	15%	62.36
G.S. Products	Rotator Cam with Bushing - Part # 8003KIT	NA	NA	NA
Galbreth	Fender - Part # GAL 1718W	NA	NA	NA
Heil	Joystick for Tipper - Part # 031-6450	NA	NA	NA
International	Belt Tensioner - Part # 5270678	NA	NA	NA
John Deere	Steering Manual Hydraulic Valve - Part # AT433078	NA	NA	NA
Mack	Oil Pressure Switch - Part # 23721213	NA	NA	NA
New Way	Bumper Assembly - Part # 137514	NA	NA	NA
Peterbilt	Front Shocks - B71-6020	NA	NA	NA
Petersen Industries	Standard Trash Bucket Assembly - Part # 102101	NA	NA	NA
Pierce	Hale Pump Primer - Part # HAP-501-3090-01-0	NA	NA	NA
Sutphen	Driver Seat Cushion - Part # HOB-8021-4581CH1	NA	NA	NA
Vac-Con	Hose Reel Pressure Gauge - Part # 665-0102 Pipe Thread	NA	NA	NA
Volvo	Belt Tensioner - Part # 23669029	NA	NA	NA

The Petestore

Manufacturer	Description and Part Number	Current Price	Discount From Item 1	Final Item Price
AEV	LED Underbody Lights - Part # KFA-SLC8	NA	NA	NA
Aquatec	Pressure Gauge - Part # A131788_VT	NA	NA	NA
Autocar	Lug Nuts for Wheels - Part # GZ040006-001	8.27	5	7.85
Case	Tie Rod - Part # 401054A1	NA	NA	NA
Caterpillar	Starter - Part # 0R4316	393.00	5	373.35
Freightliner	Thermostat - Part # 5273379	NA	NA	NA
G.S. Products	Rotator Cam with Bushing - Part # 8003KIT	NA	NA	NA
Galbreth	Fender - Part # GAL 1718W	NA	NA	NA
Heil	Joystick for Tipper - Part # 031-6450	NA	NA	NA
International	Belt Tensioner - Part # 5270678	176.00	5	167.20
John Deere	Steering Manual Hydraulic Valve - Part # AT433078	NA	NA	NA
Mack	Oil Pressure Switch - Part # 23721213	NA	NA	NA
New Way	Bumper Assembly - Part # 137514	NA	NA	NA
Peterbilt	Front Shocks - B71-6020	146.00	11	129.94
Petersen Industries	Standard Trash Bucket Assembly - Part # 102101	NA	NA	NA
Pierce	Hale Pump Primer - Part # HAP-501-3090-01-0	NA	NA	NA
Sutphen	Driver Seat Cushion - Part # HOB-8021-4581CH1	NA	NA	NA
Vac-Con	Hose Reel Pressure Gauge - Part # 665-0102 Pipe Thread	NA	NA	NA
Volvo	Belt Tensioner - Part # 23669029	NA	NA	NA

Confirmation of Minority Owned Business

CASE POWER AND EQUIPMENT OF FLORIDA			KVP Enterprises Inc.			Nacarato Trucks		
Description	Response (Yes or No)	Comments	Description	Response (Yes or No)	Comments	Description	Response (Yes or No)	Comments
NA	NA	NA	na	na	na	NACARATO TRUCK CENTERS	NO	Nacarato Truck Centers is not currently certified as a minority-owned business
NA	NA	NA	na	na	na	NACARATO TRUCK CENTERS	NO	Nacarato Truck Centers is not currently certified as a minority-owned business
NA	NA	NA	na	na	na	NACARATO TRUCK CENTERS	NO	Nacarato Truck Centers is not currently certified as a minority-owned business
NA	NA	NA	na	na	na	NACARATO TRUCK CENTERS	NO	Nacarato Truck Centers is not currently certified as a minority-owned business
NA	NA	NA	na	na	na	NACARATO TRUCK CENTERS	NO	Nacarato Truck Centers is not currently certified as a minority-owned business

SBL Freightliner			The Petestore		
Description	Response (Yes or No)	Comments	Description	Response (Yes or No)	Comments
Not a Minority Owned Business See Bidder's Qualification form for pertinent attachments.	Not a Minority Owned Business	This form has NO QUESTIONS. What am I supposed to ANSWER?	MINORITY OWNED	NO	
Not a Minority Owned Business See Bidder's Qualification form for pertinent attachments.	Not a Minority Owned Business	This form has NO QUESTIONS. What am I supposed to ANSWER?	MINORITY OWNED	NO	
Not a Minority Owned Business See Bidder's Qualification form for pertinent attachments.	Not a Minority Owned Business	This form has NO QUESTIONS. What am I supposed to ANSWER?	MINORITY OWNED	NO	
Not a Minority Owned Business See Bidder's Qualification form for pertinent attachments.	Not a Minority Owned Business	This form has NO QUESTIONS. What am I supposed to ANSWER?	MINORITY OWNED	NO	NOT MINORITY
Not a Minority Owned Business See Bidder's Qualification form for pertinent attachments.	Not a Minority Owned Business	This form has NO QUESTIONS. What am I supposed to ANSWER?	MINORITY OWNED	NO	NOT MINORITY

Local Business Status Certification

CASE POWER AND EQUIPMENT OF FLORIDA				
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**
No	Yes	Yes	3 YEARS	2024167634

KVP Enterprises Inc.				
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**
No	Yes	Yes	36	K38723

Nacarato Trucks				
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**
No	Yes	Yes	48 YEARS	M22000016771

SBL Freightliner				
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**
No	Yes	Yes	11	City of Pompano Beach BusinessTax receipt # 4455041 See bidders qualification form

The Petestore				
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**
No	Yes	Yes	30	85-3611550

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-322- Awarding Request for Proposal No. FIN25-001R for Financial Auditing Services to CBIZ CPAS P.C., and approving an Agreement between the City and CBIZ CPAS P.C. for financial auditing services for a period of five (5) years for fiscal years ending on September 30, 2024, September 30, 2025, September 30, 2026, September 30, 2027, and September 30, 2028, respectively, for an annual amount not to exceed $130,000 for year one (1), $132,000 for year two (2), $134,000 for year (3), $136,000 for year four (4), and $138,000 for year five (5) for an aggregate fee of $670,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-322.

Explanation of Request:

The City of Boynton Beach requires auditing services per section 218.391, Florida Statutes, to ensure transparency, accountability, and compliance with state financial regulations. This statute mandates that local governments conduct independent audits of their financial statements to assess the accuracy and reliability of public funds management. By engaging in regular audits, the city demonstrates fiscal responsibility, safeguards taxpayer money, and identifies any potential financial irregularities or inefficiencies. These audits also help to assure residents and state authorities that the city is adhering to legal and financial standards, fostering trust in the city's fiscal operations and governance.

In accordance with section 218.391, Florida Statutes, the City Commission established an Auditor Selection Committee on April 16, 2024, via Resolution # R24-078. The committee was composed of five members, with one alternate, and was chaired by the Mayor. On October 7, 2024, the committee convened in a publicly noticed, open-to-public meeting to define the criteria for evaluating proposals. These criteria included personnel qualifications, relevant experience, capacity to provide the required services, and additional factors as determined by the committee.

On October 16, 2024, the City of Boynton Beach publicly issued RFP No. FIN25-001R for Financial Auditing Services (Auditor). When the solicitation closed on November 8, 2024, the City received four proposals, which were then submitted to the evaluation committee for review and scoring. On November 15, 2024, the evaluation committee reconvened in a publicly noticed public meeting to score each proposal.

The final ranking of each proposal can be found below:

1st CBIZ CPAS P.C.

2nd Forvis Mazars, LLP

3rd HCT Certified Public Accountants and Consultants LLC

4th Citrin Cooperman & Company LLP

Therefore, City staff recommends awarding this solicitation to CBIZ CPAS P.C.

How will this affect city programs or services? The City by state statute is required to be audited by the independent auditors every year.

Fiscal Impact: This is Budgeted expense item.

Attachments:
R24-322 Agenda_Item_2469-2023_Resolution_awarding_solicitation_and_approving_agreement_with_CBIZ_CPAS_redline
Exhibit A to Reso - SIGNED AUDITOR CONTRACT.pdf
Exhibit A to Reso - Boynton Beach AUD ENG 0924.pdf
FIN25-001R - FINANCIAL AUDITING SERVICES with Addenda.pdf
CBIZ - Marcum LLP - Complete Package (small).pdf
Scoring Matrix
Authority Letter (Moises Ariza) CBIZ CPAs P.C_.pdf

RESOLUTION NO. R24-322

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY OF BOYNTON BEACH AUDITOR SELECTION COMMITTEE RECOMMENDING THE AWARD OF REQUEST FOR PROPOSAL # 25FIN-001R - FINANCIAL AUDITING SERVICES (AUDITOR) TO THE PROPOSER RANKED AS THE MOST HIGHLY QUALIFIED FIRM OF ALL RANKED FIRMS BY THE AUDITOR SELECTION COMMITTEE, CBIZ CPAs P.C; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A LETTER OF ENGAGEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CBIZ CPAs P.C., FOR FINANCIAL AUDITING SERVICES FOR A PERIOD OF FIVE (5) YEARS FOR FISCAL YEARS ENDING ON SEPTEMBER 30, 2024, SEPTEMBER 30, 2025, SEPTEMBER 30, 2026, SEPTEMBER 30, 2027, AND SEPTEMBER 30, 2028 RESPECTIVELY, FOR AN ANNUAL AMOUNT NOT TO EXCEED $130,000 FOR YEAR ONE (1) $132,000 FOR YEAR TWO (2) $134,000 FOR YEAR (3) $136,000 FOR YEAR FOUR (4) AND $138,000 FOR YEAR FIVE (5) FOR AN AGGREGATE FEE OF $670,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, section 218.391, Florida Statutes, mandates that local governments, including the City of Boynton Beach, conduct independent audits of their financial statements to ensure transparency, accountability, and compliance with state financial regulations; and

WHEREAS, on April 16, 2024, the City Commission established an Auditor Selection Committee via Resolution No. R24-078 to oversee the selection of an independent auditor; and

WHEREAS, on October 7, 2024, the Auditor Selection Committee convened in a publicly noticed meeting to define the criteria for evaluating proposals, including the qualifications of personnel, relevant experience, capacity to provide required services, and other factors deemed important by the committee; and

WHEREAS, on October 16, 2024, the City of Boynton Beach issued Request for Proposal (RFP) No. FIN25-001R for Financial Auditing Services; and

WHEREAS, the City received four proposals in response to the RFP, and the proposals were reviewed and scored by the Auditor Selection Committee during a publicly noticed meeting on November 15, 2024; and

WHEREAS, the evaluation committee has ranked the proposals as follows:

1st - CBIZ CPAs P.C.

2nd - Forvis Mazars, LLP

3rd - HCT Certified Public Accountants and Consultants, LLC

4th - Citrin Cooperman & Company, LLP; and

WHEREAS, based on the evaluation committee's recommendations, City staff recommends awarding the contract for Financial Auditing Services to CBIZ CPAs P.C., the highest-ranked proposer.

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 Request for Proposal No. FIN25-001R for Financial Auditing Services to CBIZ CPAs P.C. for the provision of independent auditing services in accordance with the criteria set forth in RFP No. FIN25-001R.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Auditor Contract between CBIZ CPAs P.C. and the City for financial auditing services in accordance with the criteria set forth in RFP No. FIN25-001R for a period of five (5) years for fiscal years ending on September 30, 2024, September 30, 2025, September 30, 2026, September 30, 2027, and September 30, 2028 respectively, for an annual amount not to exceed $130,000 for year one (1) $132,000 for year two (2) $134,000 for year (3) $136,000 for year four (4) and $138,000 for year five (5) for an aggregate fee of $670,000 (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 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 5. If any provision of this Resolution is found to be invalid or unconstitutional,

such invalidity shall not affect the remaining provisions of this Resolution, which shall continue in full force and effect.

SECTION 6. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Andrew Rozwadowski to forward to the Auditor.

SECTION 7. This Resolution shall take effect immediately.

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

AUDITOR CONTRACT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND [CBIZ CPAS P.C.] FOR FINANCIAL AUDITING SERVICES

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 [**CBIZ CPAS P.C.**] a [**Foreign Profit Corporation**:] authorized to do business in the State of Florida, with a business address of [**700 WEST 47TH STREET SUITE 1100 KANSAS CITY, MO 64112**], hereinafter referred to as the "AUDITOR" or "CONSULTANT"

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and AUDITOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 In accordance with Florida Statute 218.391, the City Commission established an Auditor Selection Committee on April 16, 2024, via Resolution # R24-078.

1.2 The committee was composed of five members, with one alternate, and was chaired by the Mayor.

1.3 On October 7, 2024, the committee convened in a publicly noticed open-to-public meeting to define the criteria for evaluating proposals.

1.4 These criteria included the qualifications of personnel, relevant experience, capacity to provide the required services, and additional factors as determined by the committee.

1.5 On **October 16, 2024,** the CITY advertised its notice to Proposers of the CITY's desire to hire a firm to provide **Financial Auditing Services (Auditor)** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said RFP entitled:

RFP No. FIN25-001R

Financial Auditing Services (Auditor)

1.6 On **November 8, 2024,** the proposals were opened at the offices of the Purchasing Division publicly at the City of Boynton Beach the City had received four proposals, which were then submitted to the evaluation committee for review and scoring.

1.7 On **November 15, 2024**, the evaluation committee convened in a publicly noticed open to public meeting to score each of the proposals.

1.8 Negotiations pertaining to the services to be performed by the AUDITOR were undertaken, and this Agreement incorporates the results of such negotiation.

ARTICLE 2 WORK, SERVICES AND RESPONSIBILITIES

2.1 **SERVICES DESIGNATION**. The city has retained the Auditor to perform services in connection with RFP No. 25FIN-001R—**Financial Auditing Services**.

2.2 **SCOPE OF SERVICES**. AUDITOR agrees to perform the services required for the **Financial**

Auditing Services.

2.3 AUDITOR agrees to perform the services required for the Financial Auditing Services. The Services are further described in Exhibit A. The terms and conditions of RFP No. 25FIN-001R and AUDITOR's proposal are expressly incorporated into this Agreement by reference. AUDITOR shall perform all Services in accordance with the Audit Engagement Letter attached to this Agreement as Exhibit B. Any conflict or discrepancy between the terms of this Agreement, RFP No. 25FIN-001R, AUDITOR's proposal, and any Exhibits shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) RFP No. 25FIN-001R, (3) the Exhibits, and (4) AUDITOR's proposal.

2.4 **OWNERSHIP AND USE OF DOCUMENTS**. All documents, drawings, specifications, and other materials produced by the AUDITOR 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 Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with AUDITOR's endeavors.

ARTICLE 3 TERM AND TERMINATION

3.1 **TIME FOR PERFORMANCE**. Work under this agreement shall commence upon written notice by the City to the AUDITOR to proceed. AUDITOR shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

3.2 **TERM**. The initial Agreement period shall be for an initial term of **five (5) years**, commencing on [**December 17, 2024**], and shall remain in effect through [**December 16, 2029**] unless otherwise terminated in accordance with this Agreement ("Initial Term").

3.3 **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon six (6) months of written notice by the CITY to the AUDITOR in which event the AUDITOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the AUDITOR abandons this Agreement or causes it to be terminated, the AUDITOR shall indemnify the CITY against loss pertaining to this termination.

3.4 **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, AUDITOR'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.

3.5 In the event of the death of a member, partner, or officer of the AUDITOR, or any of its supervisory personnel assigned to the project, the surviving members of the AUDITOR 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 AUDITOR and the CITY, if the CITY so chooses.

3.6 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

3.7 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 AUDITOR's failure to comply with any term(s) of this Agreement.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 **PAYMENT**. The AUDITOR shall be paid by the City for completed work and for services rendered under this agreement in accordance with the Fee Schedule attached to this Agreement as **Exhibit C**, and in accordance with the following:

a. The pricing for this contract per year is listed below:

b. Payment for the work provided by AUDITOR shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to AUDITOR shall not exceed the total annual contract price without express written modification of the Agreement signed by the Mayor or designee.

c. The AUDITOR may submit invoices to the City once per month during the progress of the work for partial payment for services completed to date. Invoices must contain sufficient detail to demonstrate compliance with the terms of this Agreement. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the AUDITOR in the amount approved.

d. Final payment of any balance due the AUDITOR of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

f. The AUDITOR's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

g. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

h. **COMPLIANCE WITH LAWS.** AUDITOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this agreement.

ARTICLE 5 INDEMNIFICATION

5.1 The AUDITOR 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 AUDITOR, its employees, agents, partners, principals or subcontractors. The AUDITOR 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.

5.2 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.

5.3 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.

ARTICLE 6 INSURANCE

A. During the performance of the Work under this Agreement, AUDITOR shall maintain the following insurance policies and provide originals or certified copies of all policies to CITY's Risk

Management. All polices shall be written by an insurance company authorized to do business in Florida. AUDITOR 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 AUDITOR 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 AUDITOR 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 8, "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. AUDITOR 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 AUDITOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The AUDITOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the AUDITOR 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 AUDITOR or by anyone directly or indirectly employed by the AUDITOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The AUDITOR 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 be following 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. AUDITOR 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 CONSULTANT**. The AUDITOR and the CITY agree that the AUDITOR 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 AUDITOR nor any employee of AUDITOR 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 AUDITOR or any employee of AUDITOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The AUDITOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the AUDITOR, to solicit or secure this Agreement, and that AUDITOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the AUDITOR 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 AUDITOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. **ASSIGNMENT**. The AUDITOR 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. **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.

16. **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

Copy to:

Shawna G. Lamb, City Attorney
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to AUDITOR shall be sent to the following address:

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525
Phone: 561.653.7300
Email: Moises.Ariza@marcumllp.com
FIN #: 43-1947695

17. **PUBLIC RECORDS**. The AUDITOR shall comply with Florida's Public Records Law. Specifically, the AUDITOR 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, AUDITOR shall destroy all copies of such confidential and exempt records remaining in its possession once the AUDITOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, AUDITOR shall transfer to the CITY, at no cost to the CITY, all public records in AUDITOR's possession All records stored electronically by AUDITOR 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'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

18. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor AUDITOR 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.

19. **SCRUTINIZED COMPANIES**. By execution of this Agreement, AUDITOR certifies that AUDITOR is not participating in a boycott of Israel. AUDITOR further certifies that AUDITOR 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 AUDITOR 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 AUDITOR of the CITY's determination concerning the false certification. AUDITOR 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, AUDITOR 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 AUDITOR 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.

20. **E-VERIFY**. AUDITOR is used interchangeably with CONTRACTOR throughout this Section. AUDITOR 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, an AUDITOR 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.

21. 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 AUDITOR each binds itself, their 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 AUDITOR, as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by AUDITOR shall release CITY from all claims of liability by AUDITOR in connection with this Agreement.

E. At all times during the performance of this Agreement, AUDITOR 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 AUDITOR'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 AUDITOR 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 AUDITOR'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 AUDITOR.

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. Countries of Concern: AUDITOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

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

22. **DEFAULT OF CONTRACT & REMEDIES**.

A. **Correction of Work**. If, in the judgment of CITY, Work provided by AUDITOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that AUDITOR 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 AUDITOR:
   i The abandonment of the project by AUDITOR 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 AUDITOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by AUDITOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to AUDITOR; provided, however, that if the nature of AUDITOR 's default is such that more than seven (7) days are reasonably required for its cure, then AUDITOR shall not be deemed to be in default if AUDITOR 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 AUDITOR or any other party in a manner not expressly permitted hereunder.
   v The making by AUDITOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against AUDITOR of a petition to have AUDITOR 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 AUDITOR, 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 AUDITOR's assets, or for AUDITOR 's interest in this Agreement, where possession is not restored to AUDITOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of AUDITOR 's assets, or for AUDITOR '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 AUDITOR, CITY shall notify AUDITOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct AUDITOR 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 AUDITOR of such declaration of default and terminate the Agreement.
   i Upon such declaration of default, all payments remaining due AUDITOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable.
   ii 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 AUDITOR the costs incident thereto to such default.
   iii In the event CITY completes the Agreement at a lesser cost than would have been payable to AUDITOR under this Agreement, if the same had been fulfilled by AUDITOR, CITY shall retain such differences. Should such cost to CITY be greater, AUDITOR shall pay the amount of such excess to the CITY.
   iv Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by AUDITOR fails to meet reasonable standards of the trade after CITY gives written notice to the AUDITOR of the deficiencies.

23. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

24. **ENTITIES OF FOREIGN CONCERN.** AUDITOR will have access to an individual's personal identifying information under this Agreement. AUDITOR represents and certifies: (i) AUDITOR 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 AUDITOR; and (iii) AUDITOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to AUDITOR and any subcontractor having access to personal identifying information pursuant to this Agreement, AUDITOR 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.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this _____ day of_____, 2024.

CITY OF BOYNTON BEACH

_____

Ty Penserga, Mayor

AUDITOR

_____

(Signature), **CBIZ CPAS P.C.**

Moises D. Ariza

Print Name of Authorized Official

Shareholder

Title

(Corporate Seal)

Attest/Authenticated:

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

Branden A. Lopez 12/05/2024

Witness Subscribed before me by means of physical presence.

Branden A. Lopez

Print Name

Approved as to Form:

_____

Office of the City Attorney

Attested/Authenticated:

_____

Office of the City Clerk

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of December 2024, by Moises D. Ariza on behalf of CBIZ CPAS P.C., a Professional Corporation. He/she is personally known to me or has produced _____ as identification.

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

Branden Lopez
NOTARY PUBLIC

Branden Lopez
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

EXHIBIT A

SCOPE OF SERVICES

Auditor shall at all times during this agreement be a licensed certified public accounting firm under Chapter 473, Florida Statutes, and shall be qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Auditor shall audit the City's financial statements for the fiscal years ending September 30, 2024, through 2028. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. Audits are to be performed in accordance with generally accepted auditing standards (GAAP), and, the standards for financial audits set forth in the U.S. General Accountability Office's (GAO) Government Auditing Standards issued by the Comptroller General of the United States, the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97 and F.S. 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations.

SCOPE OF SERVICES:

The City of Boynton Beach requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting standards generally accepted in the United States GAAP) and reporting requirements of the Government Accounting Standards Board (GASB).

The Auditor is required to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, which collectively comprise the City's basic financial statements. The Auditor is not required to audit the introductory section of the Annual Comprehensive Financial Report (ACFR), its Management's Discussion and Analysis, its required supplementary information, and the statistical section of the ACFR. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The City expects to file the ACFRs annually with the Government Finance Officers Association of the United States and Canada (GFOA) for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the Auditor will provide special assistance to the City of Boynton Beach to meet the requirements of that program by providing technical advice to ensure the awarding of certification.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The Auditor will also assist in the Financial Condition Assessment, including applying any changes to the Auditor General requirements.

a. The Auditor will assist the City in complying with changes in any reporting requirements to remain in conformity with GAAP.
b. The auditor may be requested to perform other auditing services at the discretion of the City. Any such additional work agreed to between the City of Boynton Beach and the selected firm shall be performed only upon a written agreement and in accordance with provisions specified in the Request for Proposal.

AUDITING STANDARDS TO BE FOLLOWED

The audit shall be performed in accordance with:

a. Generally accepted auditing standards and audits of State and Local government units as set forth by the American Institute of Certified Public Accountants (AICPA).
b. The Standards set forth for financial audits under Government Auditing Standards issued by the Comptroller General of the United States.
c. The requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
d. The provisions of the Florida Single Audit Act (as amended).

e. Rules of the State of Florida Department of Financial Services Regulations.
f. Rules of the Auditor General for the State of Florida, for form and content of governmental unit audits.
g. The provisions of the Federal Single Audit Act (as Amended).
h. Section 215.97 and 218.39, Florida Statutes, and any other applicable Florida Statutes.
i. State of Florida Department of Banking and Finance Regulations.
j. Any other applicable Federal, state, or local regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.

Any updates of, or amendments to, these described auditing standards or applicable laws are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the City in future fiscal years.

REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

a. A report on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States (GAAP).

b. A report on internal control over financial reporting based and other matters based on an audit of financial statements performed in accordance with government auditing standards.

c. A report on compliance with applicable laws and regulations, as required by Government Auditing Standards.

d. A management letter required by Section 11.45(3) (a) 4, Florida Statutes.

e. Reports required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as may be amended, to include, but not limited to:

i An "in relation to" opinion on the schedules of federal and state financial assistance.
ii A report on compliance on each major program and on internal control over compliance in accordance with the Uniform Guidance.
iii A schedule of expenditures of federal awards and notes to schedule of federal awards.
iv A schedule of findings and questioned costs.
v A schedule of prior audit findings.
vi A report on compliance with requirements applicable to State Financial Assistance.
vii Reports as may be required to comply with Florida Statutes, Sections 215.97, and 218.39.

f. Other required disclosures required by relevant Rules of the Auditor General.

g. Irregularities and Illegal Acts – auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Director of Financial Services, the City Manager, and City Commission as appropriate.

h. In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions and other matters discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

- Coordinate with City staff in the production of an ACFR in compliance with GFOA guidelines (to the extent desired by City staff).

- Annual Comprehensive Financial Report (ACFR), the City desires the auditor to publish the ACFR using the City's format and provide (15) bound copies for distribution and a .pdf file that can be used for electronic submission.

- Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm. The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with GAAP no later than March 31, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

SPECIAL CONSIDERATIONS

- The City of Boynton Beach will send its Annual Comprehensive Financial Report (ACFR), to the Government Finance Officers Association of the United States and Canada for meritorious review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program by providing technical advice to ensure award of certification.

- During the contract period, the City may prepare one or more official statements in connection with the sale of debt securities that will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and /or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

- The schedules of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the ACFR.

- The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with GAAP.

- The Auditor will prepare the Financial Condition Assessment.

- The auditor will assist the City with the physical production of up to fifteen (15) printed and bound color copies and a PDF formatted electronic copy of the ACFR.

- The selected firm will make a "good faith effort" that any employee that works on the City of Boynton Beach audit will return each year to the City of Boynton Beach audit if they are employed by the Firm in their Municipal Audit Section of the Firm.

- The City may periodically require an Electronic Data Processing (EDP) audit of its Information Systems. A detailed scope of services will be developed, and prices will be negotiated when services are requested.

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, in accordance with requirements and procedures set forth by the General Records Schedule for State and Local Government Agencies as promulgated by the Division of Library and Information Services (a division of the Florida Department of State), unless the firm is notified in writing by the City of Boynton Beach of the need to extend the retention period. City management and their representatives shall be entitled at any time during the contract period to inspect and reproduce such documents as deemed necessary.

The auditor will be required to make working papers available, upon request, to the following parties or their designees:
1. City Boynton Beach
2. U.S. General Accountability Office (U.S. GAO)
3. Cognizant Agency
4. Parties designated by the federal or state governments or by the City of Boynton Beach as part of an audit quality review process.

In addition, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditor will be required to notify the Director of Financial Services of the request, as appropriate.

ADDITIONAL SERVICES

If, during the contractual period, additional auditing or accounting services are needed, the Auditor may be engaged to perform these services. The Auditor shall, upon receipt of a written request from the City, perform such additional services. Such services, if offered by the Auditor, may include, but not be limited to:

A. Management advisory services
B. Arbitrage calculations
C. Extended audit services or special audits
D. Assistance in the preparation of any Official Statements required by Bond Counsel

All additional work will be documented by engagement memoranda to be approved by the City in accordance with the procurement policies of the City. The Auditor will be compensated in accordance with the Fee Schedule. The total amount for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates of this Agreement. In addition, the audit firm will be responsible for ensuring that any additional services provided do not impair the firm's independence as prescribed in Amendment 3 to *Government Auditing Standards.*

ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

Finance and Administrative Services Department
The Finance and Administrative Services Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the City of Boynton Beach. Finance and Administrative Services Department staff will provide all data as requested, but the audit firm is responsible for formatting the data to accommodate their required schedules and work papers.
The Financial Services staff will be available during the audit to assist the firm by providing information, documentation, and explanations. In addition, staff will provide the following:

- Preparation of the confirmations and lead schedules.
- Assistance in providing paid invoices, canceled checks, and other supporting documentation as requested by the firm.
- Year-end closing of the books of account and preparation of necessary adjusting journal entries.
- Preparation of schedules and related materials as requested by the firm.
- Preparation of all financial statements including related notes and required supplemental financial information.
- Preparation of the annual local government financial report submitted to the Florida Department of Banking and Finance.

- **Information Technology (IT) Assistance**

Certain IT personnel will be available to assist the auditor in performing the engagement. IT personnel will also be available to provide systems documentation and explanations. The Auditor will not be provided with computer time or the use of the City of Boynton Beach's computer hardware and software.

- **Work Area, Network, Telephones, Photocopying and Fax Machines**

The City of Boynton Beach will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided access to telephone lines, photocopying facilities, facsimile machines and internet for the on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices. Any cost or charge incurred not associated with the engagement will be paid by the Auditor.

- **Report Preparation**

Auditor shall prepare all individual, combining, and entity-wide Financial Statements, and issue the Independent Auditor's Report. The City will provide the front covers, back covers, and tab inserts, as well as the transmittal letter, MDA, and statistical tables, and update the notes to the financial statements. Preparation color printing and binding (up to 15 copies) of the ACFR shall be the responsibility of the Auditor. The Auditor shall also provide an electronic copy of the ACFR in PDF format. The cost of the physical production (printing) of the ACFR should be listed separately.

EXHIBIT B

ENGAGEMENT LETTER

November 22, 2024

City of Boynton Beach, Florida

Attn: Mr. Dan Dugger, City Manager and Mr. Peter V. Kajokas, Finance Director

100 E. Ocean Avenue

Boynton Beach, Florida 33435

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Boynton Beach, Florida ("the City", "Client," "you" or "your"), as of September 30, 2024, and for the fiscal year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CBIZ CPAs P.C. ("CBIZ CPAs," the "Firm," "we," "us" or "our") will provide for the fiscal years ended September 30, 2024 through September 30, 2028.

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis (MD&A), the budgetary comparison schedules for

the General Fund and Boynton Beach CRA Special Revenue Fund, and various pension and other post-employment benefits (OPEB) schedules, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budget Comparison Schedule – General Fund
- Budget Comparison Schedule – CRA Special Revenue Fund
- Pension Information (Schedule of Changes in Net Pension Liability (Asset) and Related Ratios, Schedule of City Contributions, Schedule of Investment Returns)
- Other Postemployment Benefit (OPEB) Information (Schedule of Changes in the Total OPEB Liability and Related Ratios)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Schedule of expenditures of federal awards and state financial assistance, if applicable

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements. Management of the City is responsible for the other information included in the annual report. Our opinions on the basic financial statements do not cover the other information listed below, and we do not express an opinion or any form of assurance thereon:

- Introductory Section
- Statistical Section

It is our understanding that our auditors' report will be included in your annual report which is comprised of the annual comprehensive financial report (ACFR) and that this annual report will be issued by within nine (9) months after fiscal year end.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and in accordance with Chapter 10.550, Rules of the Auditor General. As part of an audit of financial statements in accordance with GAAS, *Government Auditing Standards,* and Chapter 10.550, Rules of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with Chapter 10.550, Rules of the Auditor

General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In addition, if the auditing thresholds are met, we will audit the City's compliance over major federal award and state programs for the fiscal years ended September 30, 2024 through September 30, 2028. Our audit will be conducted with the objectives of our expressing an and an opinion on compliance regarding the entity's major federal and state awards.

The objectives of our compliance audit is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Audit of Major Program Compliance

If auditing thresholds are met, our audit of the City's major federal and state award programs compliance will be conducted in accordance with the requirements of the Florida Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, Florida Single Audit Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and Florida Single Audit Act, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal and state programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards,* and the Florida Single Audit Act, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Florida Single Audit Act.

Also, as required by the Uniform Guidance and Florida Single Audit Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material

weaknesses identified; however, such report will not express an opinion on internal control.

Significant Risks

AU-C Section 260, prescribed by the American Institute of Certified Public Accountants, is a comprehensive guide for the auditor's communication with those charged with governance. AU-C Section 260 points out that communicating significant risks, including fraud risks, helps those charged with governance understand those matters and better allows them to perform their oversight duties with regard to the financial reporting process. We have identified the following significant risks of material misstatement as part of our audit planning, and are available to discuss these with you during the course of our audit:

- Management override of internal controls.
- Improper revenue recognition.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards and state received and expended during the period and the federal and state programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and Florida Single Audit Act;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems

designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award and state programs;

8. For disclosing accurately, currently, and completely the financial results of each federal award and state in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;

    b. Additional information that we may request from management for the purpose of the audit;

    c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;

    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and

    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and

pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;

18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;

20. For the accuracy and completeness of all information provided;

21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and state financial assistance, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Florida Single Audit Act, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards and state financial assistance, (c) to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains the schedule of expenditures of federal awards and state financial assistance and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards and state financial assistance with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this

engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Schedule of Expenditures of Federal Awards and State Financial Assistance

We will subject the schedule of expenditures of federal awards and state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

Per federal requirements, the Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Group Audit Considerations

Our audit will be a group audit as defined by AU-C Section 600. We have identified the Boynton Beach Community Redevelopment Agency, the City of Boynton Beach General Employees' Pension Fund, the City of Boynton Beach Police Officers' Pension Fund, and the City of Boynton Beach Firefighters' Pension Fund, as components of our group audit. Our report will not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported separately by those auditors. Those financial statements will be audited by other auditors whose reports will

be furnished to us, and our opinions, insofar as they relate to the component units will be based solely on the reports of the other auditors.

Communication with Those Charged with Governance

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the City's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document. Notwithstanding

the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including without limitation, the alteration, addition or removal of data or information to or from such financial statements.

With regard to the electronic dissemination of the City's financial statements, including financial statements published electronically on the City's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document. However, you agree that, except to the extent prohibited by law, you will notify CBIZ CPAs and obtain our approval prior to including any of our reports on any electronic site.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You agree to inform us as soon as possible, but no later than the effective date of change, of any changes to the organization structure as a result of a sale, merger, acquisition transfer or other disposition, reorganization or transaction, and any changes to individuals in directors, officers and financial reporting oversight roles. Note that in order to ensure CBIZ CPAs maintains independence with respect any new entities or individuals associated with the City, you should provide information of the upcoming change as early as possible in the process.

You acknowledge that the City's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing.

Background Checks

As a matter of our Firm policy, we perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. CBIZ CPAs will periodically reevaluate the Firm's independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us

to investigate whether CBIZ CPAs' independence may have been impaired in which case CBIZ CPAs may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including, changes in senior management or the Elected Body, or entities that may have preexisting relationships with CBIZ CPAs or conflicts that could affect our independence.

Also, in order to preserve the integrity of our relationship, no offer of employment shall be discussed with any CBIZ CPAs professionals assigned to the audit, including within the one-year period prior to the commencement of the year-end audit, and through the date of issuance of our audit report. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Access to Working Papers; Confidentiality

CBIZ CPAs is periodically required to undergo inspection processes in accordance with legal, regulatory, professional and/or administrative bodies or authorities. During the course of these processes, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting work we performed for you may be selected. Your signature below represents your acknowledgement and permission to allow such access should your engagement be selected for review. The City acknowledges and agrees that CBIZ CPAs may disclose confidential information as permitted herein, as requested or directed by you or consistent with applicable law, rule, regulation, professional standards or guidelines or in connection with or to respond to its professional obligations. You authorize CBIZ CPAs to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this agreement, CBIZ CPAs and the CBIZ CPAs subcontractors (defined below) may use confidential information received hereunder, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. CBIZ CPAs and the CBIZ CPAs subcontractors will not use or disclose confidential information in a way that would permit you to be identified by third parties without your consent. The foregoing consents are valid until further notice by you.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a

party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Nothing in this letter is intended to limit your rights and obligations pursuant to the Florida "Sunshine Law", Florida Statute 286.011.

The audit documentation and working papers prepared in conjunction with our engagement are the property of CBIZ CPAs and constitute confidential information. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities, federal agencies and/or the U.S. Government Accountability Office, for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers. If requested, access to such audit documentation will be provided under the supervision of CBIZ CPAs' personnel. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven (7) years from the date of our report.

Regarding the application of Chapter 119 (Public Records), Florida Statutes, the Custodian of public records for this contract is:

City Clerk

City of Boynton Beach

100 E. Ocean Avenue, Boynton Beach, FL 33435

(561) 742-6060

Third-Party Service Providers

CBIZ CPAs may use or subcontract the services to its affiliates, subsidiaries, CBIZ CPAs related parties and/or third parties, including contractors, subcontractors and cloud-based service providers, in each case within or outside of the United States (each, a "subcontractor") in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that CBIZ CPAs may provide confidential and other information CBIZ CPAs receives in connection with this agreement to subcontractors for such purposes. CBIZ CPAs maintains internal policies, procedures and safeguards to protect the confidentiality of your information and CBIZ CPAs will remain responsible to you for the protection of such information and services performed by such subcontractors as provided herein.

Termination

CBIZ CPAs' engagement ends on the earlier of termination or resignation (including without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of its report. We acknowledge your right to terminate our services at any time, and you acknowledge our right to terminate our services and this agreement and resign at any time in our sole and absolute discretion, subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees. All terms which by their nature are reasonably intended to survive will survive termination, resignation or expiration.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE CITY OF BOYNTON BEACH IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

The Firm and the Client each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

In any litigation brought by either the Firm or the Client, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Limitation of Liability

You agree that our liability arising from or relating to our services shall not exceed the total amount paid by you for the services described herein. This shall be your exclusive remedy.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

The Client hereby indemnifies CBIZ CPAs and its shareholders, principals, and employees, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Client's management, regardless of whether such person was acting in the Client's interest. This indemnification will survive completion or termination of this agreement.

Non-Attest Services

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the City's internal control as part of a non-attest/non-audit service engagement.

We will perform the following services that are considered non-attest services:

- Assistance with the preparation of the financial statements.
- Preparation of the Data Collection Form (DCF)

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The non-attest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.
- These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Other Services

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the City. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend the meetings of the City.

During the course of this engagement, CBIZ CPAs may offer certain value-added resources to the City, including without limitation, local and national educational webinars and events, subscription to CBIZ CPAs thought leadership publications such as industry and insights newsletters, industry surveys and trend analysis, and academic reports into the prevailing economic outlook. The use, receipt of, and payment for (where applicable) these resources will be subject to the mutual agreement of CBIZ CPAs and the City. The City confirms that the use and receipt of these resources, as applicable, is approved by those charged with governance.

You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your

information. During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you understand that communication in those mediums involves a risk of misdirected or intercepted communications.

CBIZ CPAs shall be obligated only for the services or work specified in this agreement. Any other services that may be required or requested by City will be agreed upon by the parties in a separate, new specific engagement letter for such service or work.

218.415, Florida Statutes, Local Government Investment Policies

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the City with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Fees

Our fees will be based on the services to be provided hereunder, the timeliness and completeness of the information and documentation provided to us, firm technology, firm processes, and time required of personnel at our standard hourly rates. Our hourly rates vary according to the level of the personnel assigned to your audit. Fees for this engagement are noted on Appendix B.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Invoice amounts due past sixty (60) days will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the City of any delay that results from such non-payment by you.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The City may not assign or transfer this agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this agreement, any services provided hereunder, or any fees for services to anyone, by operation of law or otherwise without CBIZ CPAs' prior written consent and any assignment without consent shall be void and invalid. CBIZ CPAs may assign this agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of the City's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Client and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the City.

By executing this Agreement, you confirm, represent and warrant that (i) no person who is the target of sanctions imposed by the United States, European Union, or United Kingdom owns, directly or indirectly, 5% or more of any type of stock or other ownership

interest of the Company and (ii) the Company is not, and does not have subsidiaries that are, located or organized under the laws of Russia, and CBIZ CPAs' Services are not performed for the benefit or use of or reliance on by any of the foregoing.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

Moises D. Ariza, CPA, CGMA is the Shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

In accordance with the requirements of *Government Auditing Standards*, our latest external peer review report of our Firm is available upon request.

Very truly yours,

CBIZ CPAs P.C.

Moises D. Ariza, CPA, CGMA

Shareholder

ACCEPTED

This letter correctly sets forth the agreement of City of Boynton Beach, Florida

Authorized signature:___

Name: _____

Title: _

Date signed: _____

APPENDIX A

City of Boynton Beach, Florida

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. **Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.**
2. **All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will provide the accounting personnel with a separate listing of required schedules and deadlines.**
3. **Weaknesses in the internal control structure.**
4. **Significant new issues or unforeseen circumstances as follows:**
    a. **New accounting issues that require an unusual amount of time to resolve.**
    b. **Changes or transactions that occur prior to the issuance of our report.**
    c. **Changes in the City's accounting personnel, their responsibilities, or their availability.**
    d. **Changes in auditing requirements set by regulators.**
5. **Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the City, are not located by the accounting personnel or made ready for our easy access.**
6. **A significant level of proposed audit adjustments are identified during our audit.**
7. **Changes in audit scope caused by events that are beyond our control.**
8. **Untimely payment of our invoices as they are rendered.**

APPENDIX B

ANNUAL PRICE FOR AUDIT SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Audit Services	Estimated Fee 2024-2025 *	Estimated Fee 2025-2026 *	Estimated Fee 2026-2027 *	Estimated Fee 2027-2028 *	Estimated Fee 2028-2029 *	Grand Total
Financial Statement Audit	$130,000.0000	$132,000.0000	$134,000.0000	$136,000.0000	$138,000.0000	$ 670,000.00
Federal and state single audits	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$ 0.00
					Subtotal:	$ 670,000.00

Schedule of Professional Hourly Fees for Auditing Services

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for Schedule of Professional Hourly Fees for Auditing Services

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Partners	$400.0000	
2	Managers	$300.0000	
3	Supervisory Staff	$200.0000	
4	Staff	$150.0000	
5	Other (specify in comments)	$375.0000	Quality Control Director

Summary Table

Bid Form	Amount
ANNUAL PRICE FOR AUDIT SERVICES	$ 670,000.00
Subtotal Contract Amount:	$ 670,000.00

EXHIBIT C

FEE SCHEDULE

ANNUAL PRICE FOR AUDIT SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Audit Services	Estimated Fee 2024-2025 *	Estimated Fee 2025-2026 *	Estimated Fee 2026-2027 *	Estimated Fee 2027-2028 *	Estimated Fee 2028-2029 *	Grand Total
Financial Statement Audit	$130,000.0000	$132,000.0000	$134,000.0000	$136,000.0000	$138,000.0000	$ 670,000.00
Federal and state single audits	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$ 0.00
					Subtotal:	$ 670,000.00

Schedule of Professional Hourly Fees for Auditing Services

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for Schedule of Professional Hourly Fees for Auditing Services

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Partners	$400.0000	
2	Managers	$300.0000	
3	Supervisory Staff	$200.0000	
4	Staff	$150.0000	
5	Other (specify in comments)	$375.0000	Quality Control Director

Summary Table

Bid Form	Amount
ANNUAL PRICE FOR AUDIT SERVICES	$ 670,000.00
Subtotal Contract Amount:	$ 670,000.00

City of Boynton Beach
Risk Management
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 & CollapseProducts 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 Employee	$ 1,000,000.00
		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		

Property:
Homeowners
Revocable
Permit
$

Revised 04

CBIZ CPAs P.C.

525 Okeechobee Boulevard
Suite 750
West Palm Beach, FL 33401

P: 561.653.7300

November 22, 2024

City of Boynton Beach, Florida
Attn: Mr. Dan Dugger, City Manager and Mr. Peter V. Kajokas, Finance Director
100 E. Ocean Avenue
Boynton Beach, Florida 33435

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Boynton Beach, Florida ("the City", "Client," "you" or "your"), as of September 30, 2024, and for the fiscal year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CBIZ CPAs P.C. ("CBIZ CPAs," the "Firm," "we," "us" or "our") will provide for the fiscal years ended September 30, 2024 through September 30, 2028.

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis (MD&A), the budgetary comparison schedules for the General Fund and Boynton Beach CRA Special Revenue Fund, and various pension and other post-employment benefits (OPEB) schedules, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally

accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budget Comparison Schedule – General Fund
- Budget Comparison Schedule – CRA Special Revenue Fund
- Pension Information (Schedule of Changes in Net Pension Liability (Asset) and Related Ratios, Schedule of City Contributions, Schedule of Investment Returns)
- Other Postemployment Benefit (OPEB) Information (Schedule of Changes in the Total OPEB Liability and Related Ratios)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Schedule of expenditures of federal awards and state financial assistance, if applicable

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements. Management of the City is responsible for the other information included in the annual report. Our opinions on the basic financial statements do not cover the other information listed below, and we do not express an opinion or any form of assurance thereon:

- Introductory Section
- Statistical Section

It is our understanding that our auditors' report will be included in your annual report which is comprised of the annual comprehensive financial report (ACFR) and that this annual report will be issued by within nine (9) months after fiscal year end.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR)

Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and in accordance with Chapter 10.550, Rules of the Auditor General. As part of an audit of financial statements in accordance with GAAS, *Government Auditing Standards,* and Chapter 10.550, Rules of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with Chapter 10.550, Rules of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to

complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In addition, if the auditing thresholds are met, we will audit the City's compliance over major federal award and state programs for the fiscal years ended September 30, 2024 through September 30, 2028. Our audit will be conducted with the objectives of our expressing an and an opinion on compliance regarding the entity's major federal and state awards.

The objectives of our compliance audit is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Audit of Major Program Compliance

If auditing thresholds are met, our audit of the City's major federal and state award programs compliance will be conducted in accordance with the requirements of the Florida Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, Florida Single Audit Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and Florida Single Audit Act, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the

aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal and state programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards,* and the Florida Single Audit Act, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Florida Single Audit Act.

Also, as required by the Uniform Guidance and Florida Single Audit Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Significant Risks

AU-C Section 260, prescribed by the American Institute of Certified Public Accountants, is a comprehensive guide for the auditor's communication with those charged with governance. AU-C Section 260 points out that communicating significant risks, including fraud risks, helps those charged with governance understand those matters and better allows them to perform their oversight duties with regard to the financial reporting process. We have identified the following significant risks of material misstatement as part of our audit planning, and are available to discuss these with you during the course of our audit:

- Management override of internal controls.
- Improper revenue recognition.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards and state received and expended during the period and the federal and state programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and Florida Single Audit Act;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award and state programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award and state in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;

c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and state financial assistance, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Florida Single Audit Act, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards and state financial assistance, (c) to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains the schedule of expenditures of federal awards and state financial assistance and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards and state financial assistance with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Schedule of Expenditures of Federal Awards and State Financial Assistance

We will subject the schedule of expenditures of federal awards and state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. **It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse.** The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

Per federal requirements, the Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Group Audit Considerations

Our audit will be a group audit as defined by AU-C Section 600. We have identified the Boynton Beach Community Redevelopment Agency, the City of Boynton Beach General Employees' Pension Fund, the City of Boynton Beach Police Officers' Pension Fund, and the City of Boynton Beach Firefighters' Pension Fund, as components of our group audit. Our report will not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported separately by those auditors. Those financial statements will be audited by other auditors whose reports will be furnished to us, and our opinions, insofar as they relate to the component units will be based solely on the reports of the other auditors.

Communication with Those Charged with Governance

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the City's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document. Notwithstanding the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including without limitation, the alteration, addition or removal of data or information to or from such financial statements.

With regard to the electronic dissemination of the City's financial statements, including financial statements published electronically on the City's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document. However, you agree that, except to the extent prohibited by law, you will notify CBIZ CPAs and obtain our approval prior to including any of our reports on any electronic site.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You agree to inform us as soon as possible, but no later than the effective date of change, of any changes to the organization structure as a result of a sale, merger, acquisition transfer or other disposition, reorganization or transaction, and any changes to individuals in directors, officers and financial reporting oversight roles. Note that in order to ensure CBIZ CPAs maintains independence with respect any new entities or individuals associated with the City, you should provide information of the upcoming change as early as possible in the process.

You acknowledge that the City's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing.

Background Checks

As a matter of our Firm policy, we perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. CBIZ CPAs will periodically reevaluate the Firm's independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether CBIZ CPAs' independence may have been impaired in which case CBIZ CPAs may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including, changes in senior management or the Elected Body, or entities that may have preexisting relationships with CBIZ CPAs or conflicts that could affect our independence.

Also, in order to preserve the integrity of our relationship, no offer of employment shall be discussed with any CBIZ CPAs professionals assigned to the audit, including within the one-year period prior to the commencement of the year-end audit, and through the date of issuance of our audit report. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Access to Working Papers; Confidentiality

CBIZ CPAs is periodically required to undergo inspection processes in accordance with legal, regulatory, professional and/or administrative bodies or authorities. During the course of these processes, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting work we performed for you may be selected. Your signature below represents your acknowledgement and permission to allow such access should your engagement be selected for review. The City acknowledges and agrees that CBIZ CPAs may disclose confidential information as permitted herein, as requested or directed by you or consistent with applicable law, rule, regulation, professional standards or guidelines or in connection with or to respond to its professional obligations. You authorize CBIZ CPAs to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this agreement, CBIZ CPAs and the CBIZ CPAs subcontractors (defined below) may use confidential information received hereunder, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. CBIZ CPAs and the CBIZ CPAs subcontractors will not use or disclose confidential information in a way that would permit you to be identified by third parties without your consent. The foregoing consents are valid until further notice by you.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Nothing in this letter is intended to limit your rights and obligations pursuant to the Florida "Sunshine Law", Florida Statute 286.011.

The audit documentation and working papers prepared in conjunction with our engagement are the property of CBIZ CPAs and constitute confidential information. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities, federal agencies and/or the U.S. Government Accountability Office, for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers. If requested, access to such audit documentation will be provided under the supervision of CBIZ CPAs' personnel. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven (7) years from the date of our report.

Regarding the application of Chapter 119 (Public Records), Florida Statutes, the Custodian of public records for this contract is:

City Clerk
City of Boynton Beach
100 E. Ocean Avenue, Boynton Beach, FL 33435
(561) 742-6060

Third-Party Service Providers

CBIZ CPAs may use or subcontract the services to its affiliates, subsidiaries, CBIZ CPAs related parties and/or third parties, including contractors, subcontractors and cloud-based service providers, in each case within or outside of the United States (each, a "subcontractor") in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that CBIZ CPAs may provide confidential and other information CBIZ CPAs receives in connection with this agreement to subcontractors for such purposes. CBIZ CPAs maintains internal policies, procedures and safeguards to protect the confidentiality of your information and CBIZ CPAs will remain responsible to you for the protection of such information and services performed by such subcontractors as provided herein.

Termination

CBIZ CPAs' engagement ends on the earlier of termination or resignation (including without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of its report. We acknowledge your right to terminate our services at any time, and you acknowledge our right to terminate our services and this agreement and resign at any time in our sole and absolute discretion, subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees. All terms which by their nature are reasonably intended to survive will survive termination, resignation or expiration.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE CITY OF BOYNTON BEACH IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

The Firm and the Client each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

In any litigation brought by either the Firm or the Client, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Limitation of Liability

You agree that our liability arising from or relating to our services shall not exceed the total amount paid by you for the services described herein. This shall be your exclusive remedy.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

The Client hereby indemnifies CBIZ CPAs and its shareholders, principals, and employees, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Client's management, regardless of whether such person was acting in the Client's interest. This indemnification will survive completion or termination of this agreement.

Non-Attest Services

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the City's internal control as part of a non-attest/non-audit service engagement.

We will perform the following services that are considered non-attest services:

- Assistance with the preparation of the financial statements.
- Preparation of the Data Collection Form (DCF)

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The non-attest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.
- These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Other Services

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the City. Whenever you feel such meetings are desirable please let us know; we are prepared to provide

services to assist you in any of these areas. We will also be pleased, at your request, to attend the meetings of the City.

During the course of this engagement, CBIZ CPAs may offer certain value-added resources to the City, including without limitation, local and national educational webinars and events, subscription to CBIZ CPAs thought leadership publications such as industry and insights newsletters, industry surveys and trend analysis, and academic reports into the prevailing economic outlook. The use, receipt of, and payment for (where applicable) these resources will be subject to the mutual agreement of CBIZ CPAs and the City. The City confirms that the use and receipt of these resources, as applicable, is approved by those charged with governance.

You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information. During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you understand that communication in those mediums involves a risk of misdirected or intercepted communications.

CBIZ CPAs shall be obligated only for the services or work specified in this agreement. Any other services that may be required or requested by City will be agreed upon by the parties in a separate, new specific engagement letter for such service or work.

218.415, Florida Statutes, Local Government Investment Policies

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the City with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Fees

Our fees will be based on the services to be provided hereunder, the timeliness and completeness of the information and documentation provided to us, firm technology, firm processes, and time required of personnel at our standard hourly rates. Our hourly rates vary according to the level of the personnel assigned to your audit. Fees for this engagement are noted on Appendix B.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Invoice amounts due past sixty (60) days will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the City of any delay that results from such non-payment by you.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The City may not assign or transfer this agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this agreement, any services provided hereunder, or any fees for services to anyone, by operation of law or otherwise without CBIZ CPAs' prior written consent and any assignment without consent shall be void and invalid. CBIZ CPAs may assign this agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of the City's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Client and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the City.

By executing this Agreement, you confirm, represent and warrant that (i) no person who is the target of sanctions imposed by the United States, European Union, or United Kingdom owns, directly or indirectly, 5% or more of any type of stock or other ownership interest of the Company and (ii) the Company is not, and does not have subsidiaries that are, located or organized under the laws of Russia, and CBIZ CPAs' Services are not performed for the benefit or use of or reliance on by any of the foregoing.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

Moises D. Ariza, CPA, CGMA is the Shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

In accordance with the requirements of *Government Auditing Standards*, our latest external peer review report of our Firm is available upon request.

Very truly yours,

CBIZ CPAs P.C.



Moises D. Ariza, CPA, CGMA
Shareholder

ACCEPTED

This letter correctly sets forth the agreement of City of Boynton Beach, Florida

Authorized signature:_____

Name: _____

Title: _____

Date signed: _____

APPENDIX A

City of Boynton Beach, Florida
Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.

2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will provide the accounting personnel with a separate listing of required schedules and deadlines.

3. Weaknesses in the internal control structure.

4. Significant new issues or unforeseen circumstances as follows:

    a. New accounting issues that require an unusual amount of time to resolve.

    b. Changes or transactions that occur prior to the issuance of our report.

    c. Changes in the City's accounting personnel, their responsibilities, or their availability.

    d. Changes in auditing requirements set by regulators.

5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the City, are not located by the accounting personnel or made ready for our easy access.

6. A significant level of proposed audit adjustments are identified during our audit.

7. Changes in audit scope caused by events that are beyond our control.

8. Untimely payment of our invoices as they are rendered.

APPENDIX B

ANNUAL PRICE FOR AUDIT SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Audit Services	Estimated Fee 2024-2025 *	Estimated Fee 2025-2026 *	Estimated Fee 2026-2027 *	Estimated Fee 2027-2028 *	Estimated Fee 2028-2029 *	Grand Total
Financial Statement Audit	$130,000.0000	$132,000.0000	$134,000.0000	$136,000.0000	$138,000.0000	$ 670,000.00
Federal and state single audits	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$ 0.00
					Subtotal:	$ 670,000.00

Schedule of Professional Hourly Fees for Auditing Services

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for Schedule of Professional Hourly Fees for Auditing Services

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Partners	$400.0000	
2	Managers	$300.0000	
3	Supervisory Staff	$200.0000	
4	Staff	$150.0000	
5	Other (specify in comments)	$375.0000	Quality Control Director

Summary Table

Bid Form	Amount
ANNUAL PRICE FOR AUDIT SERVICES	$ 670,000.00
Subtotal Contract Amount:	$ 670,000.00

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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) 742-6323

REQUEST FOR PROPOSALS
FOR
FINANCIAL AUDITING SERVICES

RFP No. FIN25-001R

NOTICE TO PROPOSERS

Electronic Proposals shall be received by the bidding system no later than **November 8, 2024, at 3 PM (Local Time).**

All Proposals will be publicly opened and only the names of the Proposers will be disclosed. The bidding system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that you 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 SERVICES:

The City of Boynton Beach is soliciting the services of an independent certified public accounting firm to provide external independent auditing services to the City for a period of Five (5) years, beginning with an audit of the financial statements of the City for the fiscal year ending September 30, 2024. The City desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

ELIGIBILITY:

A. Proposers will be eligible to respond to this Request for Proposals if the proposing Firm demonstrates that they or the principals assigned to this project have successfully completed services similar to those specified in the Scope of Services of this RFP.
B. Proposers must include, as a part of the RFP submittal, sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.
C. Proposers must be a certified public accounting firm duly licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

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 proposer or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, or 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 proposer. 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 §119.071, 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 notice of an intended decision or thirty (30) days after the opening of the Proposals/Bids, whichever is earlier. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.
Questions related to this RFP 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.

REQUEST FOR PROPOSALS
FINANCIAL AUDITING SERVICES
RFP No. FIN25-001R

SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS

PURCHASING DIVISION

Our Purpose: **The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.**

Our Mission Statement: *We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening Solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"Application for Payment"
The form acceptable to the Contract Administrator is used by the Consultant during the work in requesting progress or final payments and is accompanied by such supporting documentation as is required by the Contract Documents.

"Auditor "
The firm successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer. For the purpose of this solicitation, the words "Auditor" and "Consultant" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida
"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.
"Contract Documents"
The contract documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.
"Defective"
An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.
"Contract Manager"
The City's authorized Contract representative.
"Effective Date of the Agreement"
The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
"Evaluation/Selection Committee"
City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.
"End User (EU)"
An internal member of the city staff has requested a procurement service. Also known as a Stakeholder (SH)
"Interested parties"
Firms or proposers interested in the solicitation and plan to eventually become proposers.
"Notice to Proceed"
A written notice given by the City to the Consultant fixing the date on which the Contract Time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.
"Online e-procurement system" or "e-procurement system"
The City of Boynton Beach's solicitation management system is "bids&tenders."
"Procurement Services"
The Purchasing Division - Department of Finance of the City of Boynton Beach.
"Proposer/Offeror/Responder"
Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
"Request for Proposals (RFP)"
A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.
"Sub-Consultant"
Any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Consultant.
"Responsible Proposer"
This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.
"Responsive Proposer"
This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.
"Written Amendment"
A written amendment of the Contract Documents, signed by the CITY and the Consultant on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.
"Unit Price or Hourly Wage Work"
Work to be paid for based on unit prices outlined within the RFP.
"Task" Order, Work Order, Project, Services, or Program"
All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions and Special Provisions of this RFP.

1.1 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH

Anytime the City releases a new solicitation, it will contain a prefix of one of the following types:

AC = Arts and Culture
BD = Building Department
CC = City Clerk
CW = Citywide
CS = Community Standards
DS = Development Services
FIN = Financial Services
FR = Fire Rescue
GO = Golf
HR = Human Resources
LIB = Library
PLDEV = Planning and Development
PUBA = Public Affairs
PW = Public Works
PD = Police Department
RP = Recreations and Parks
UTL = Utilities

This prefix will denote the department responsible for initiating the solicitation request.

1.2 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RQ = Request for Quote (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.3 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV.

1.4 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

G. The e-procurement system will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.5 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.6 ELIGIBILITY OF PROPOSER

To be eligible to respond to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.7 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City is not required to award any jobs to a Consultant based solely on their lowest e-submission price.

C. Awards will be based on past performance and quality of work in addition to the Consultant's RFP response.

D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.8 PRE-PROPOSAL CONFERENCE

The city may hold a pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st page of this document.

1.9 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Proposers through the

City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the BID closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Bid/Proposal, acknowledging the addenda, and ensuring the re-submitted Bid/Proposal is RECEIVED by the e-procurement System no later than the stated Bid/Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. Any and all responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids and tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.
G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event additional addenda are issued.
H. Interested parties may preview the solicitation documents with a Preview Watermark before registering for the opportunity. Documents are not provided in any other manner.
I. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
J. No negotiations, decisions, or actions shall be initiated by the proposer as a result of any discussions with a City employee.
K. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.
L. Late Submittal Responses are not permitted by the e-procurement system.
M. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this Solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
N. All expenses for making SUBMITTAL responses to the City are to be borne by the Proposer.

1.10 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, Scope of Work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to

examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the contract and may lead to the rejection of a proposal.

1.11 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC BID SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**
C. Electronic Request for Qualifications/Request for Proposals/Invitation to Bid Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.
D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Qualifications/Request for Proposals/Invitation to Bid submittal submitted online.
E. All proposals shall be submitted in English.
F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.12 RFP/RFQ/BID FORMS

A. The Proposer will submit a response to the solicitation (RFP/RFQ/BID) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.
B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.
C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.
D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.
E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.13 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.14 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.15 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.
B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind.
C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.16 WITHDRAW OF PROPOSALS

Any responder may, without prejudice to themself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.17 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.18 SOLICITATION DEADLINE

The proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.19 RIGHTS OF THE CITY

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all RFP, RFQ, or BID during the procurement process.
C. Reissue a solicitation, including a Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (ITB).
D. Extend the RFP, RFQ, or BID deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (ITB).
G. Consider and accept an alternate RFP/RFQ/ITB as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements/contracts with the City or other government entities.

1.20 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the 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 Division within the deadlines as follows:

A. If the protest relates to an Invitation to Bid, Request for Proposal, or Request for Qualifications, it must be received before the bid submittal deadline date.

B. if the protest relates to any other matter relating to the 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 a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.21 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective proposer has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all agreement/contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to Agreement/contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.22 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."

1.23 INFORMATION AND DESCRIPTIVE LITERATURE

The proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products offered for proposal evaluation. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

1.24 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this Bid, no later than ten (10) days prior to the solicitation deadline.

1.25 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.
B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the agreement/contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless

specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.

D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the contract, inclusive of any renewals.

E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

F. Failure to meet this requirement shall be considered a default of the contract

1.26 SUB-CONSULTING

A. If a Proposer utilizes sub-consultants for any portion of a Contract for any reason, the Proposer should state the name and address of the sub-consultant and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time Contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The 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).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.27 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.28 EXCEPTIONS BY PROPOSER

Incorporation in a proposal of exceptions to any portion(s), of the Contract documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

1.29 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an

exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.30 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.31 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.32 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this agreement/contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this agreement/contract.

1.33 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any

preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.34 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 Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.35 AWARD OF CONTRACT

A. Contracts or purchase orders will be awarded by the City to the most qualified, responsive, responsible proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual bid or proposal preparation costs incurred by the challenging Proposer.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.36 SIGNING OF CONTRACT

An Award Letter will be presented to the Consultant. Within ten (10) calendar days after the award letter is issued, the Consultant should sign and deliver the Contract to the city with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Contract would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Contract to the Consultant. At times, a purchase order will be issued in lieu of a contract agreement.

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REQUEST FOR PROPOSALS
FOR
FINANCIAL AUDITING SERVICES
RFP No. FIN25-001R

SECTION II – BACKGROUND AND SCOPE OF SERVICES

2.1 BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

2.2 PURPOSE:

The City of Boynton Beach (the "City"), a political subdivision of the State of Florida, located in Palm Beach County, is soliciting the services of qualified firms of licensed certified public accountants (the "Auditor") pursuant to Florida Statutes and the City's Charter to audit its financial statements for the fiscal years ending September 30, 2024, through 2028.

The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. These audits are to be performed in accordance with generally accepted auditing standards (GAAP), and, the standards for financial audits set forth in the U.S. General Accountability Office's (GAO) Government Auditing Standards issued by the Comptroller General of the United States, the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97 and F.S. 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations. In the event of any inconsistency between the terms of this RFP and applicable law, the more stringent requirement for the services to be performed shall apply. Pricing includes all costs associated with auditing any new GASB pronouncements.

2.3 QUALIFICATIONS:

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. The firm must also have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

2.4 CONTRACT TERM:

The City intends to award a contract for a five (5) year term.

2.5 SCOPE OF SERVICES:

The City of Boynton Beach requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting standards generally accepted in the United States GAAP) and reporting requirements of the Government Accounting Standards Board (GASB).

The Auditor must audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, which collectively comprise the City's basic financial statements. The Auditor is not required to audit the introductory section of the Annual Comprehensive Financial Report (ACFR), its Management's Discussion and Analysis, its required supplementary information, and the statistical section of the ACFR. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The City expects to file the ACFRs annually with the Government Finance Officers Association of the United States and Canada (GFOA) for review in the Certificate of Achievement for Excellence in Financial Reporting Program. The auditor is anticipated to provide special assistance to the City of Boynton Beach to meet the requirements of that program by providing technical advice to ensure certification's award.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The Auditor will also assist in the Financial Condition Assessment, including applying any changes to the Auditor General requirements.

The Auditor will assist the City in complying with changes in any reporting requirements to remain in conformity with GAAP.

The auditor may be requested to perform other auditing services at the discretion of the City. Any such additional work agreed to between the City of Boynton Beach and the selected firm shall be performed only upon a written agreement and in accordance with provisions specified in the Request for Proposal.

2.6 CITY OF BOYNTON'S PAST AUDITING FEES

2021/22 - $109,925.00
2022/23 - $113,580.00
2023/24 - $186,927.00

2.7 ANTICIPATED TIMELINE

The City plans to present the award for this agreement at the December 2024/January 2025 commission meeting. The auditing firm will be requested to start shortly after the award of the contract.

The City anticipates planning procedures to commence - December 2024/January 2025
The City anticipates fieldwork procedures to commence December 2024/January 2025

2.8 AUDIT EXPECTATIONS

The Proposer is encouraged to recommend the most effective methodology for conducting the City's audit. The City is receptive to the audit being conducted onsite, remotely, or through a hybrid approach.

2.9 PAST AUDIT CORRECTIONS

The ACFR for the City disclosed a Material Weakness (MW2023-001) regarding the lack of internal controls over financial close and reporting. The City has taken steps to correct these internal control issues.

The City will be subject to both a Federal and State single audit.

The City continuously reviews and implements any GASB Statements as required.

2.10 AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

A. Generally accepted auditing standards and audits of State and Local government units as set forth by the American Institute of Certified Public Accountants (AICPA).

B. The Standards set forth for financial audits under Government Auditing Standards issued by the Comptroller General of the United States.

C. The requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

D. The provisions of the Florida Single Audit Act (as amended).

E. Rules of the State of Florida Department of Financial Services Regulations.

F. Rules of the Auditor General for the State of Florida, for form and content of governmental unit audits.

G. The provisions of the Federal Single Audit Act (as Amended).

H. Section 215.97 and 218.39, Florida Statutes, and any other applicable Florida Statutes.

I. State of Florida Department of Banking and Finance Regulations.

J. Any other applicable Federal, state, or local regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.

Any updates of, or amendments to, these described auditing standards or applicable laws are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the City in future fiscal years. Proposed fees must incorporate all required audit procedures relative to all regulations in effect and issued, as of the date of the closing of this Request for Proposals, to include all GASBs issued to date.

2.11 REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

A. A report on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States (GAAP).

B. A report on internal control over financial reporting based and other matters based on an audit of financial statements performed in accordance with government auditing standards.

C. A report on compliance with applicable laws and regulations, as required by Government Auditing Standards.

D. A management letter required by Section 11.45(3) (a) 4, Florida Statutes.

E. Reports required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as may be amended, to include, but not limited to:

- i An "in relation to" opinion on the schedules of federal and state financial assistance.
- ii A report on compliance on each major program and on internal control over compliance in accordance with the Uniform Guidance.
- iii A schedule of expenditures of federal awards and notes to schedule of federal awards.
- iv A schedule of findings and questioned costs.
- v A schedule of prior audit findings.
- vi A report on compliance with requirements applicable to State Financial Assistance.
- vii Reports as may be required to comply with Florida Statutes, Sections 215.97, and 218.39.

F. Other required disclosures required by relevant Rules of the Auditor General.

G. Irregularities and Illegal Acts – auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Director of Financial Services, the City Manager, and City Commission as appropriate.

H. In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

I. Reportable conditions that are also material weaknesses shall be identified as such in the report.

J. Non-reportable conditions and other matters discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

K. The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

L. Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

M. Coordinate with City staff in the production of an ACFR in compliance with GFOA guidelines (to the extent desired by City staff).

N. Annual Comprehensive Financial Report (ACFR), the City desires the auditor to publish the ACFR using the City's format and provide (15) bound copies for distribution and a .pdf file that can be used for electronic submission.

O. Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm. The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with GAAP no later than March 31, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

2.12 SPECIAL CONSIDERATIONS

A. The City of Boynton Beach will send its Annual Comprehensive Financial Report (ACFR), to the Government Finance Officers Association of the United States and Canada for meritorious review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program by providing technical advice to ensure award of certification.

B. During the contract period, the City may prepare one or more official statements in connection with the sale of debt securities that will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and /or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

C. The schedules of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the ACFR.

D. The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with GAAP.

E. The Auditor will prepare the Financial Condition Assessment.

F. The Auditor will assist the City with the physical production of up to fifteen (15) printed and bound color copies and a PDF formatted electronic copy of the ACFR.

G. The selected firm will make a "good faith effort" that any employee that works on the City of Boynton Beach audit will return each year to the City of Boynton Beach audit if they are employed by the Firm in their Municipal Audit Section of the Firm.

H. The City may periodically require an Electronic Data Processing (EDP) audit of its Information Systems. A detailed scope of services will be developed, and prices will be negotiated when services are requested.

2.13 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, in accordance with requirements and procedures set forth by the General Records Schedule for State and Local Government Agencies as promulgated by the Division of Library and Information Services (a division of the Florida Department of State), unless the firm is notified in writing by the City of Boynton Beach of the need to extend the retention period. City management and their representatives shall be entitled at any time during the contract period to inspect and reproduce such documents as deemed necessary.

The auditor will be required to make working papers available, upon request, to the following parties or their designees:

A. City Boynton Beach

B. U.S. General Accountability Office (U.S. GAO)

C. Cognizant Agency

D. Parties designated by the federal or state governments or by the City of Boynton Beach as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditors will be required to notify the Director of Financial Services of the request, as appropriate.

2.14 ADDITIONAL SERVICES

If, during the contractual period, additional auditing or accounting services are needed, the proposer may be engaged to perform these services. The proposer shall, upon receipt of a written request from the City, perform such additional services. Such services, if offered by the proposer, may include, but not be limited to:

A. Management advisory services
B. Arbitrage calculations
C. Extended audit services or special audits
D. Assistance in the preparation of any Official Statements required by Bond Counsel

All additional work will be documented by engagement memoranda to be approved by the City in accordance with the procurement policies of the City. The proposer will be compensated in accordance with fees established because of this RFP. The total amount for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates of the awarded contract. In addition, the audit firm will be responsible for ensuring that any additional services provided would not impair the firm's independence as prescribed in Amendment 3 to *Government Auditing Standards.*

2.15 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT

PREPARATION

A. Finance and Administrative Services Department

The Finance and Administrative Services Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City of Boynton Beach.

Finance and Administrative Services Department staff will provide all data as requested, but the audit firm is responsible for formatting the data to accommodate their required schedules and work papers.

The Financial Services staff will be available during the audit to assist the firm by providing information, documentation, and explanations.

In addition, staff will provide the following:

i Preparation of the confirmations and lead schedules.

ii Assistance in providing paid invoices, cancelled checks and other supporting documentation as requested by the firm.

iii Year-end closing of the books of account and preparation of necessary adjusting journal entries.

iv Preparation of schedules and related materials as requested by the firm.

v Preparation of all financial statements including related notes and required supplemental financial information.

vi Preparation of the annual local government financial report submitted to the Florida Department of Banking and Finance.

B. Information Technology (IT) Assistance

Certain IT personnel will be available to assist the auditor in performing the engagement. IT personnel will also be available to provide systems documentation and explanations. The Auditor will not be provided with computer time or the use of the City of Boynton Beach's computer hardware and software.

C. Work Area, Network, Telephones, Photocopying and Fax Machines

The City of Boynton Beach will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided access to telephone lines, photocopying facilities, facsimile machines and internet for the on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices. Any cost or charge incurred not associated with the engagement will be paid by the Auditor.

D. Report Preparation

Auditor shall prepare all individual, combining and entity wide Financial Statements, and issue the Independent Auditor's Report. The City will provide the front covers, back covers, and tab inserts, as well as the transmittal letter, MDA, statistical tables and update the notes to the financial statements. Preparation and color printing and binding (up to 15 copies) of the ACFR shall be the responsibility of the Auditor. The Auditor shall also provide an electronic copy of the ACFR in PDF format. The cost of the physical production (printing) of the ACFR should be listed separately.

2.12 FUND STRUCTURE

The City of Boynton Beach uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group	Number of Individual Funds	Number With Legally Adopted Annual Budgets
General Fund	1	1
Special Revenue Funds	15	9
Debt Service Funds	1	1
Capital Projects Funds	5	5
Enterprise Funds	3	3
Internal Service Funds	3	3
Pension Trust Funds	3	0

The City of Boynton Beach's budget for Fiscal Year 2024 is $118 million (General Fund only) for operations. Tax millage rates are 7.85 mills for the General Fund.

The City has a Finance staff of three who will be committed to the audit and the timely completion of the Annual Comprehensive Financial Report (ACFR).

More detailed information on the government and its finances can be found in budget documents, official statements, annual financial reports, and administrative policies and procedures manuals.

2.13 BUDGETARY BASIS OF ACCOUNTING

The budget of the General Fund is prepared on the modified accrual basis except that encumbrances are budgeted as the equivalent of expenditures as opposed to a reservation of fund balance. As a result, the General Fund revenue, expenditures and operating transfers reported in the budget and actual statement differ from the amounts reported on the GAAP basis. None of the other budgeted funds have any differences between the GAAP basis and the budgetary basis.

2.14 FEDERAL AND STATE FINANCIAL ASSISTANCE

During the initial fiscal year to be audited, the City of Boynton Beach will receive financial assistance including, but not limited to, the following:

A. <u>Federal Assistance</u>

U.S. Department of Housing and Urban Development
Community Development Block Grant Entitlement

US Department of Treasury
Equitable Sharing Treasury

U.S. Department of Justice
Bulletproof Vest Program
Justice Assistance Grant Program
National Sexual Assault Kit Initiative
COPS Technology & Equipment Program
COPS Hiring Program
De-Escalation Training Grant
Equitable Sharing Justice

Florida Department of Commerce

Community Development Grant Mitigation Program

Florida Division of Emergency Management
Hazard Mitigation Grant Program

National Endowment for the Arts
National Endowment for the Arts Grant

Florida Department of Environmental Protection
Recreational Trail Program (TRP)

B. State Assistance

Florida Department of State, Division of Library and Information Services
State Aid to Libraries
Florida Division of Arts & Culture
Public Art Programming

Florida Department of Housing
State Housing Initiatives Partnership (SHIP) Program
Florida Department of Health
PBC Division of EMS Grant

Florida Department of Law Enforcement
S.A.F.E
Identity Theft and Fraud Grant

Florida Department of Environmental Protection
Resilient Florida Planning Grants
Water Restoration Assistance Grant
Resilient Florida Grant

C. Local Assistance

Florida Inland Navigation District
FIND Grant

Palm Beach County Sheriff
Operation StoneGarden

South Arts
South Arts Grant

The Mellon Foundation
Mellon Foundation Grant

Walmart Foundation
Walmart Foundation Grant

2.15 EMPLOYEE RETIREMENT PLANS

The City of Boynton Beach contributes to three single-employer pension plans covering all full-time City employees. City Ordinance establishes the benefit provisions and all other requirements. The pension funds have an independent contracted administrator, and the investments of the fund are administered,

managed, and operated by its respective Board of Trustees. Currently, all pension funds are audited separately, and reports are provided to the City. The defined benefit plans are:

	General Employees' Pension Fund	Police Officers' Pension Fund	Firefighters' Pension Fund
Participant data as of October 1, 2023, most recent actuarial valuation:			
Retirees and beneficiaries receiving benefits	462	170	137
Terminated vested employees	73	18	2
Vested current employees	440	115	130

2.16 COMPONENT UNITS

For financial reporting purposes, the City of Boynton Beach is in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, a component unit is included in the City of Boynton Beach's financial statements. The management of the City of Boynton Beach has identified the Community Redevelopment Agency (CRA) for inclusion in the City's financial statements as a blended component unit.

The CRA has a September 30 year-end and maintains a set of books and records independent of the set of books and records maintained by the City of Boynton Beach. The CRA is responsible for the issuance of audited financial statements and is blended into the City of Boynton Beach's financial statements. The audit of the CRA's financial statements is not within the scope of services covered by this RFP.

2.17 MAGNITUDE OF FINANCE OPERATIONS

The Financial Services and supporting departments consist of the following positions:

POSITIONS	NUMBER OF EMPLOYEES
Director of Financial Services	1
Deputy Director, Finance	1
Division Director, Budget	1
Division Director, Purchasing	1
Accountant I to IV	3
Payroll Coordinator	2
Assistant Purchasing Manager	1
Accounting Technician I to IV	2
Fiscal Analyst	1
Accounting Clerk	1.5
Grants Manager	1
Grants Coordinator	1
Project Manager - ARPA	1
Division Director, Materials & Distribution	1
Supervisor of Warehouse Operations	1
Material Clerk	1
Senior Storekeeper	1
Administrative Services Coordinator	1
Inventory Control Specialist	1

TOTAL POSITIONS:	23.5

2.18 COMPUTER SYSTEM

The City is currently utilizing CentralSquare Technologies - Naviline.

2.19 AVAILABILITY OF PRIOR AUDIT REPORTS AND WORKING PAPERS

Interested proposers who wish to review prior years' Annual Comprehensive Financial Report (ACFR), and management letters should contact Peter Kajokas, Director of Finance, 100 East Ocean Avenue, Boynton Beach, Florida 33435.

The ACFR is also available online via the City website at www.boynton-beach.org under the "Finance" link or the "Public Records" link.

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REQUEST FOR PROPOSALS
FINANCIAL AUDITING SERVICES

RFP No. FIN25-001R

SECTION III – SUBMISSION OF PROPOSALS

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this REQUEST FOR PROPOSALS (RFP). As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Proposer and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFP requirements.

The selected Consultant(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the city's needs. Additionally, the consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates and licensing related to the Work specified herein with their proposals.

3.3 FINANCIAL PROPOSAL

Only this portion of the proposal shall include the proposed cost. A total firm-fixed dollar amount for the completed project shall be provided on the Price Proposal Form in Bids and Tenders.

3.4 NON-FINANCIAL PROPOSAL

A. In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Proposers whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Boynton Beach.

B. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

3.5 DETAILED PROPOSAL

Each of the nine (9) (A-I) sections listed below shall be completed online through the e-procurement system.

Proposal Section	Title
A.	Introduction letter/Letter of Interest
B.	Scope of Services - Independence
C.	License to Practice in Florida
D.	Firm Qualifications and Experience Approach
E.	Partner, Supervisory, and Staff Qualifications and Experience

F.	Prior Engagements with the City of Boynton Beach
G.	Similar Engagements with Other Government Entities
H.	Specific Audit Approach
I.	Identification of Anticipated Potential Audit Problems

ALL PROPOSAL FORMS ARE TO BE COMPLETED ONLINE

A. INTRODUCTION LETTER/LETTER OF INTEREST

The Respondent shall provide an introduction letter on corporate letterhead, signed by an authorized firm representative. The letter should clearly indicate the company name, address, and signature. This letter shall provide a brief narrative highlighting the Respondent's proposal. This tab section should not include cost quotations.

B. SCOPE OF SERVICES - INDEPENDENCE

The Respondent shall state in concise terms its understanding of the scope of work outlined in the Request for Proposal. The Respondent shall include a narrative description of the list of services to be rendered. The firm should provide an affirmative statement that it is independent of the City of Boynton Beach as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

The firm should also list and describe the firm's professional relationships involving the City of Boynton Beach for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Boynton Beach written notice of any professional relationships entered into during the period of this agreement.

C. LICENSE TO PRACTICE IN FLORIDA

The Respondent shall provide an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in Florida.

D. FIRM QUALIFICATIONS AND EXPERIENCE APPROACH

The Respondent shall describe the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified, and the firm that is to serve, as the principal auditor should be noted, if applicable.

The firm shall provide information on the results of any federal or state desk review or field review of its audits during the past five (5) years. The firm shall also provide information on the results of any professional peer reviews during the last five (5) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

The firm shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation.

E. PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

The Respondent shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Florida under Chapter 473, Florida Statutes. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past five (5) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Boynton Beach. However, in either case, the City of Boynton Beach retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Boynton Beach, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer, provided that replacements have substantially the same or better qualifications or experience.

F. PRIOR ENGAGEMENTS WITH THE CITY OF BOYNTON BEACH

The Respondent shall list separately all engagements within the last five years for the City of Boynton Beach by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

G. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

The Respondent shall list persons who will be assigned responsibility for the audit and list the most significant engagements (maximum – 5) performed in the last five years. At least one must be a municipality that has adopted GASB 34, and at least two must be municipalities that have earned the GFOA Certificate of Achievement for Excellence in Financial Reporting. CAFRs issued in connection with those engagements must be submitted with the proposal.

Indicate the scope of work, date, engagement partners, and the name and telephone number of the principal client contact.

H. SPECIFIC AUDIT APPROACH

The Respondent shall set forth a work plan, including an explanation of the audit methodology to be followed in performance of the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the City of Boynton Beach budget, financial and other management information. The City would like to streamline the audit

process and request firms to propose a streamlined process for receiving the City's financial documents.

Proposers will be required to provide the following information on their audit approach:

i Proposed segmentation of the engagement.
ii Level of staff to be assigned to each proposed segment of the engagement.
iii Sample size and the extent to which statistical sampling is to be used in the engagement.
iv Extent of use of EDP software in the engagement.
v Type and extent of analytical procedures to be used in the engagement.
vi Approach to be taken to gain and document an understanding of the City of Boynton Beach internal control structure.
vii Approach to be taken in determining laws and regulations that will be subject to audit test work.
viii Describe your methodology to streamline the review approach for sampling or testing

I. IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

The Respondent should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City of Boynton Beach.

3.6 SUBMITTAL OF GENERAL INFORMATION AND PROCUREMENT FORMS AND DOCUMENTS

Procurement forms must be completed, signed, notarized when required, and submitted. In addition, all other requests and supporting documentation should be included.

a. Proposer Qualification Statement – ***Upload Online***
b. Non-collusion Affidavit of Proposer – ***Upload Online***
c. *E-Verify Form Under Section 448.095* – ***Upload Online***
d. Certification Pursuant to Florida Statute § 287.135 - ***Upload Online***
e. Anti-Kickback Affidavit – ***Upload Online***
f. *Affidavit of Compliance with Foreign Entity Laws* - ***Upload Online***
g. *Affidavit of Compliance with Anti-Human Trafficking Laws* - ***Upload Online***
h. Proposer Acknowledgement – ***Online Acknowledgement***
i. Addenda Acknowledgement – ***Online Acknowledgement***
j. Confirmation of Minority-Owned Business - ***Online Form***
k. Confirmation of Drug-Free Workplace - ***Online Acknowledgement***
l. Palm Beach Inspector General - **Online Acknowledgement**
m. Local Business Certification - ***Online Form***
n. Statement of non-submittal (if applicable) - ***Online Form***
o. Schedule of Sub-Consultants – ***Online Form***
p. Submit current Florida Professional License(s), including evidence of possession of required licenses – ***Attach and Upload***
q. Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment. – ***Attach and Upload***
r. Submit any Supplemental information relative to this RFP– ***Attach and Upload***

3.7 PRICE PROPOSAL

The sheet is a separate document where proposers will input prices within the system

REQUEST FOR PROPOSALS
FINANCIAL AUDITING SERVICES

RFP No. FIN25-001R

SECTION IV – EVALUATION OF PROPOSALS

4.1 PROPOSAL EVALUATION METHOD AND CRITERIA:

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

Per Florida Statute 218.391, the City has assembled an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of the members outlined in resolution # R24-078. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation.

The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP.

Per the requirements of Florida Statute 218.391 3(a), the evaluation committee headed by the mayor established the factors below that shall be used to evaluate the proposals received for this RFP. The weighted criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the SEC during the short-list and scoring process.

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible and qualified proposals. Prospective firms shall include sufficient information for the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified firm(s) in accordance with the weighted criteria listed below.

The Selection Committee will recommend no fewer than three firms deemed to be the most highly qualified to perform auditing services for the City. If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

	Criteria	Weight (max points)
A	Expertise	25
B	Experience	30
C	Audit Approach	20
D	Office located in Palm Beach County	5

E	Schedule of Fees	20
	Total	100
F	Local vendor preference	Additional 5 Points

The Selection Committee may request oral presentations from the firm's submitting proposals. If requested, the oral presentations may be considered in the evaluation process and scoring for Expertise, Experience, and Audit Approach.

A. Expertise – 25 points max.

i Relevant experience of key personnel who would be assigned contract
ii Profile of the firm submitting a proposal
iii Describe the firm's knowledge, experience, and demonstrated success in providing auditing services to other cities
iv Financial responsibility/stability

B. Experience with Local Government – 30 points max.

i Feedback from references, including performance on other city contracts.
ii Proof of at least five (5) years of experience
iii Technical support proposed
iv Describe the firm-specific policies, plans, and procedures when auditing government entities

C. Audit Approach – 20 points max.

i Total scope of services proposed.
ii Demonstrated understanding of the project
iii Proposed timeline and work plan
iv The firm must commit in writing the availability of the partners and managers of staff to meet with the administration and City Commission on any material matters that can affect the financial position or results of operations.

D. Offices located in Palm Beach County – 5 points max.

i Firm located in Palm Beach County - 5 points
ii Firm located outside Palm Beach County – 0 points

E. Schedule of Fees – 20 points max.

The firm providing the lowest price to the City will receive the maximum of 20 points, all others will receive points based on the following formula:

20- [20 points X (total cost – lowest total cost) / lowest total cost]

Note: If the result is a negative number, the score assigned will be 0.

Example: Proposal 1: $100,000 Proposal 2: $150,000
Proposal 1 submitting the lowest, would achieve a score of 20 points.
Proposal 2 would achieve a score of 10 points, calculated as follows:
20 – [20 X ($150,000 - $100,000) / $100,000] = 10

F. Local Business Preference – 5 points max

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion

4.2 CITY'S RIGHT TO USE BEST-VALUE SCORING

The City may utilize a best-value scoring process as an alternative to using the weighted criteria. The best value scoring will require the evaluation committee to assign a composite score rank based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on for the total number of responses under consideration.

4.3 BEST AND FINAL OFFER (BAFO)

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

4.4 SELECTION PROCESS

A. A Selection and Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each responsive electronic online submission. In addition, the Selection and Evaluation Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. The Selection Committee will evaluate, score, and rank all responsive and responsible proposals based on the requirements of the RFP and may create a short list of a minimum of three (3) firms deemed to be the most highly qualified to perform the required services.

C. The Selection Committee may, at its sole discretion, request additional information or clarification of any information submitted by Respondent(s).

D. The Selection Committee may conduct discussions, interviews, or require presentations from the shortlisted firms. The Selection Committee may establish equal time limits for all shortlisted firms as necessary to facilitate its evaluation. Upon completion of the discussions, interviews, or presentations, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based on the evaluation criteria listed above.

E. After the final ranking is completed, the committee's recommendation for award and the final contract will be submitted to the City Commission for approval.

F. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City.

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SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices bid/proposal in this solicitation.

If additional quantities are not acceptable, the bid sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 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.

5.7 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 Proposer will in no way be a cause for relief from responsibility.

5.8 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 contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any agreement/contracts resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement/contract justifying its termination.

5.13 OTHER AGENCIES

All Consultant awarded contracts resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
B. During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
C. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
E. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
F. The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.
G. The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONSULTANT RELATIONSHIP:

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting agreement/contract, an independent Consultant and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement/contract shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent Consultant and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 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 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 Proposer 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 the award of contract to the Proposer. 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.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the agreement/contract or from any other matter generated by or relating to the agreement/contract.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida agreement/contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida agreement/contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreement/contracts for goods and services falling within the scope of this solicitation and resultant agreement/contract when the specifications differ from this solicitation or resultant agreement/contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant agreement/contract.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT/CONTRACT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding agreement/contract is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the

actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Proposer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 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) calendar days after the opening of the RFQ, RFP, or BID unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the agreement/contract which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the agreement/contract, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant 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, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

D. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's

custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting agreement/contract. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

SECTION VI – SPECIAL PROVISIONS – TERM CONTRACT

The Consultant or Auditor will be responsible for supplying the labor necessary to complete the services outlined in this RFP by the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Consultant or Auditor who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal, qualifications, or invitation to bid and the funds that may come due hereunder are not assignable except with the prior written approval of the city.

6.2 PERFORMANCE DURING EMERGENCY:

The Consultant agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the agreement/contract.

The Consultant 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 Consultant 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 Consultant to sanctions from doing further business with the City.

6.3 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 Consultant to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.4 INDEMNIFICATION

The consultant shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Consultant under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Consultant shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Consultant's breach of any of the provisions of the contract. Consultant shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the agreement/contract by the Consultant.

6.5 TERMINATION

The City, by written notice, may terminate in whole or in part any Contract resulting from this RFP when such action is in the best interest of the City.

If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the agreement/contract in whole or in part if the Consultant 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 Consultant, the City may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the agreement/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 Consultant, 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 Consultant has the right to withdraw, without adverse action, from the entire agreement/contract.

Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Consultant shall indemnify the City against loss pertaining to this termination.

C. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each 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.

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

6.6 PERFORMANCE OF CONSULTANT

The proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Firm to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.7 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this agreement/contract, then the Consultant shall, at its sole expense, always maintain in full force and effect 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 Consultant 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 Consultant 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 the agreement/contract.

It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant 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 with A.M. Best's Key Rating Guide, latest edition.

6.8 FORCE MAJEURE

The agreement/contract which is awarded to the Consultant may provide that the performance of any act by the City or Consultant 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 Consultant 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.

6.9 IF A WORK AUTHORIZATION OR TASK ORDER IS PERMITTED TO CONTINUE BEYOND THE TERM

Consultant shall complete each executed Work Authorization/Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement.

Any Work Authorization/Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Work Authorizations/Task Orders notwithstanding the expiration of this Agreement.

6.10 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.11 CONTINGENCY FEE

Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.12 PERFORMANCE REVIEW EVALUATION:

The awarded Consultant(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Contract **and** at the time of the end of the term contract.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Contract as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Consultant Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". 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 City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.13 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Consultant entering into an Agreement with the City, the Consultant shall provide the 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.

6.14 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Consultant represents that Consultant, and each Sub-consultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, City may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by City due to the termination.

6.15 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Consultant or any Sub-Consultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant 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 Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in, a foreign country of concern.

On or before the Effective Date, Consultant and any Sub-consultant that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the 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.

6.16 SUCCESSORS AND ASSIGNS

The City and the Consultant each bind themselves and their successors and assigns to the other party in respect to all provisions of the Contract. Neither the City nor the Consultant shall assign, sublet, convey, or transfer its interest in the Contract without the prior written consent of the other.

6.17 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Instructions to Proposers
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions
The Sample Agreement

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DRAFT SAMPLE CONTRACT

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 [**INSERT ENTITY NAME**] a [**INSERT 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 "AUDITOR." or "CONSULTANT"

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and AUDITOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On_____**,** the CITY advertised its notice to Proposers of the CITY's desire to hire a firm to provide _____as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said RFP entitled:

_____

_____

1.2 On_____**,** the proposals were opened at the offices of the Purchasing Division publicly at the City of Boynton Beach.

1.3 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken, and this Agreement incorporates the results of such negotiation.

ARTICLE 2 WORK, SERVICES AND RESPONSIBILITIES

2.1 **PROJECT DESIGNATION**. The AUDITOR is retained by the City to perform services in connection with the **RFP No. XXX – Financial Auditing Services**.

2.2 **SCOPE OF SERVICES**. AUDITOR agrees to perform the services required for the **Financial Auditing Services**.

2.3 The Services are further described in **Exhibit A**. The terms and conditions of RFP No. XXX and AUDITOR's proposal are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, RFP No. XXX, and AUDITOR's proposal, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) RFP No. XXX; and 3. AUDITOR's proposal.

2.4 **OWNERSHIP AND USE OF DOCUMENTS**. All documents, drawings, specifications, and other materials produced by the AUDITOR 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 Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with AUDITOR's endeavors.

ARTICLE 3 TERM AND TERMINATION

3.1 **TIME FOR PERFORMANCE**. Work under this agreement shall commence upon written notice by the City to the AUDITOR to proceed. AUDITOR shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

3.2 **TERM**. The initial Agreement period shall be for an initial term of **five (5) years**, commencing on [insert date], and shall remain in effect through [insert termination date] unless otherwise terminated in accordance with this Agreement ("Initial Term").

3.3 **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon six (6) months of written notice by the CITY to the AUDITOR in which event the AUDITOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the AUDITOR abandons this Agreement or causes it to be terminated, the AUDITOR shall indemnify the CITY against loss pertaining to this termination.

3.4 **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, AUDITOR'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.

3.5 In the event of the death of a member, partner, or officer of the AUDITOR, or any of its supervisory personnel assigned to the project, the surviving members of the AUDITOR 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 AUDITOR and the CITY, if the CITY so chooses.

3.6 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

3.7 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 AUDITOR's failure to comply with any term(s) of this Agreement.

3.8

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 **PAYMENT**. The AUDITOR shall be paid by the City for completed work and for services rendered under this agreement in accordance with the Fee Schedule attached to this Agreement as **Exhibit** ___, and in accordance with the following:

a. The pricing for this contract per year is listed below:

b. Payment for the work provided by AUDITOR shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to AUDITOR shall not exceed the total annual contract price without express written modification of the Agreement signed by the Mayor or designee.

c. The AUDITOR may submit invoices to the City once per month during the progress of the work for partial payment for services completed to date. Invoices must contain sufficient detail to demonstrate compliance with the terms of this Agreement. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the AUDITOR in the amount approved.

d. Final payment of any balance due the AUDITOR of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

f. The AUDITOR's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

g. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

h. **COMPLIANCE WITH LAWS.** AUDITOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this agreement.

ARTICLE 5 INDEMNIFICATION

5.1 The AUDITOR 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 AUDITOR, its employees, agents, partners, principals or subcontractors. The AUDITOR 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.

5.2 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.

5.3 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.

ARTICLE 6 INSURANCE

A. During the performance of the Work under this Agreement, AUDITOR shall maintain the following insurance policies and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. AUDITOR 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 AUDITOR 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 AUDITOR 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 8, "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. AUDITOR 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 AUDITOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The AUDITOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the AUDITOR 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 AUDITOR or by anyone directly or indirectly employed by the AUDITOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The AUDITOR 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 be following 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. AUDITOR 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 AUDITOR and the CITY agree that the AUDITOR 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 AUDITOR nor any employee of AUDITOR 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 AUDITOR or any employee of AUDITOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The AUDITOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the AUDITOR, to solicit or secure this Agreement, and that AUDITOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the AUDITOR 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 AUDITOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

12. **ASSIGNMENT**. The AUDITOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

13. **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**.

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

Copy to:

Shawna G. Lamb, City Attorney
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to AUDITOR shall be sent to the following address:

ATTN:
Address:
Phone:
Email:

18. **PUBLIC RECORDS**. The AUDITOR shall comply with Florida's Public Records Law. Specifically, the AUDITOR 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, AUDITOR shall destroy all copies of such confidential and exempt records remaining in its possession once the AUDITOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, AUDITOR shall transfer to the CITY, at no cost to the CITY, all public records in AUDITOR's possession All records stored electronically by AUDITOR 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'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 AUDITOR 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, AUDITOR certifies that AUDITOR is not participating in a boycott of Israel. AUDITOR further certifies that AUDITOR 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 AUDITOR 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 AUDITOR of the CITY's determination concerning the false

certification. AUDITOR 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, AUDITOR 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 AUDITOR 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**. AUDITOR is used interchangeably with CONTRACTOR throughout this Section. AUDITOR 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, an AUDITOR 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.

22. 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 AUDITOR each binds itself, their 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 AUDITOR, as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by AUDITOR shall release CITY from all claims of liability by AUDITOR in connection with this Agreement.

E. At all times during the performance of this Agreement, AUDITOR 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 AUDITOR'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 AUDITOR 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 AUDITOR'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 AUDITOR.

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. Countries of Concern: AUDITOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

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

23. **DEFAULT OF CONTRACT & REMEDIES**.

A. **Correction of Work**. If, in the judgment of CITY, Work provided by AUDITOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that AUDITOR 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 AUDITOR:

I. The abandonment of the project by AUDITOR 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 AUDITOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by AUDITOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to AUDITOR; provided, however, that if the nature of AUDITOR 's default is such that more than seven (7) days are reasonably required for its cure, then AUDITOR shall not be deemed to be in default if AUDITOR 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 AUDITOR or any other party in a manner not expressly permitted hereunder.

V. The making by AUDITOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against AUDITOR of a petition to have AUDITOR 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 AUDITOR, 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 AUDITOR's assets, or for AUDITOR 's interest in this Agreement, where possession is not restored to AUDITOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of AUDITOR 's assets, or for AUDITOR '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 AUDITOR, CITY shall notify AUDITOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct AUDITOR 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 AUDITOR of such declaration of default and terminate the Agreement.

i. Upon such declaration of default, all payments remaining due AUDITOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable.

ii. 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 AUDITOR the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to AUDITOR under this Agreement, if the same had been fulfilled by

AUDITOR, CITY shall retain such differences. Should such cost to CITY be greater, AUDITOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by AUDITOR fails to meet reasonable standards of the trade after CITY gives written notice to the AUDITOR of the deficiencies.

24. **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. **ENTITIES OF FOREIGN CONCERN.** AUDITOR will have access to an individual's personal identifying information under this Agreement. AUDITOR represents and certifies: (i) AUDITOR 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 AUDITOR; and (iii) AUDITOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to AUDITOR and any subcontractor having access to personal identifying information pursuant to this Agreement, AUDITOR 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.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this _____ day of_____, 2024.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

AUDITOR

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Office of the City Attorney

Attested/Authenticated:

_____
Office of the City Clerk

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____day of _____, 20__, by _____ on behalf of _____, a _____. 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

EXHIBIT A

SCOPE OF SERVICES

(To be finalized prior to contract execution)

Auditor shall at all times during this agreement be a licensed certified public accounting firm under Chapter 473, Florida Statutes, and shall be qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Auditor shall audit the City's financial statements for the fiscal years ending September 30, 2024, through 2028. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. Audits are to be performed in accordance with generally accepted auditing standards (GAAP), and, the standards for financial audits set forth in the U.S. General Accountability Office's (GAO) Government Auditing Standards issued by the Comptroller General of the United States, the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97 and F.S. 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations.

SCOPE OF SERVICES:

The City of Boynton Beach requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting standards generally accepted in the United States GAAP) and reporting requirements of the Government Accounting Standards Board (GASB).

The Auditor is required to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, which collectively comprise the City's basic financial statements. The Auditor is not required to audit the introductory section of the Annual Comprehensive Financial Report (ACFR), its Management's Discussion and Analysis, its required supplementary information, and the statistical section of the ACFR. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The City expects to file the ACFRs annually with the Government Finance Officers Association of the United States and Canada (GFOA) for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the Auditor will provide special assistance to the City of Boynton Beach to meet the requirements of that program by providing technical advice to ensure the awarding of certification.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The Auditor will also assist in the Financial Condition Assessment, including applying any changes to the Auditor General requirements.

a. The Auditor will assist the City in complying with changes in any reporting requirements to remain in conformity with GAAP.
b. The auditor may be requested to perform other auditing services at the discretion of the City. Any such additional work agreed to between the City of Boynton Beach and the selected firm shall be performed only upon a written agreement and in accordance with provisions specified in the Request for Proposal.

AUDITING STANDARDS TO BE FOLLOWED

The audit shall be performed in accordance with:

a. Generally accepted auditing standards and audits of State and Local government units as set forth by the American Institute of Certified Public Accountants (AICPA).
b. The Standards set forth for financial audits under Government Auditing Standards issued by the Comptroller General of the United States.

c. The requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
d. The provisions of the Florida Single Audit Act (as amended).
e. Rules of the State of Florida Department of Financial Services Regulations.
f. Rules of the Auditor General for the State of Florida, for form and content of governmental unit audits.
g. The provisions of the Federal Single Audit Act (as Amended).
h. Section 215.97 and 218.39, Florida Statutes, and any other applicable Florida Statutes.
i. State of Florida Department of Banking and Finance Regulations.
j. Any other applicable Federal, state, or local regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.

Any updates of, or amendments to, these described auditing standards or applicable laws are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the City in future fiscal years.

REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

a. A report on the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States (GAAP).

b. A report on internal control over financial reporting based and other matters based on an audit of financial statements performed in accordance with government auditing standards.

c. A report on compliance with applicable laws and regulations, as required by Government Auditing Standards.

d. A management letter required by Section 11.45(3) (a) 4, Florida Statutes.

e. Reports required by the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as may be amended, to include, but not limited to:

viii An "in relation to" opinion on the schedules of federal and state financial assistance.
ix A report on compliance on each major program and on internal control over compliance in accordance with the Uniform Guidance.
x A schedule of expenditures of federal awards and notes to schedule of federal awards.
xi A schedule of findings and questioned costs.
xii A schedule of prior audit findings.
xiii A report on compliance with requirements applicable to State Financial Assistance.
xiv Reports as may be required to comply with Florida Statutes, Sections 215.97, and 218.39.

f. Other required disclosures required by relevant Rules of the Auditor General.

g. Irregularities and Illegal Acts – auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Director of Financial Services, the City Manager, and City Commission as appropriate.

h. In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions and other matters discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm.

- Coordinate with City staff in the production of an ACFR in compliance with GFOA guidelines (to the extent desired by City staff).

- Annual Comprehensive Financial Report (ACFR), the City desires the auditor to publish the ACFR using the City's format and provide (15) bound copies for distribution and a .pdf file that can be used for electronic submission.

- Use of the audited financial statements, opinions or any of the above-named reports will not result in additional compensation unless their use requires additional certification or services on the part of the firm. The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with GAAP no later than March 31, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

SPECIAL CONSIDERATIONS

- The City of Boynton Beach will send its Annual Comprehensive Financial Report (ACFR), to the Government Finance Officers Association of the United States and Canada for meritorious review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program by providing technical advice to ensure award of certification.

- During the contract period, the City may prepare one or more official statements in connection with the sale of debt securities that will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and /or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

- The schedules of federal and state financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the ACFR.

- The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with GAAP.

- The Auditor will prepare the Financial Condition Assessment.

- The auditor will assist the City with the physical production of up to fifteen (15) printed and bound color copies and a PDF formatted electronic copy of the ACFR.

- The selected firm will make a "good faith effort" that any employee that works on the City of Boynton Beach audit will return each year to the City of Boynton Beach audit if they are employed by the Firm in their Municipal Audit Section of the Firm.

- The City may periodically require an Electronic Data Processing (EDP) audit of its Information Systems. A detailed scope of services will be developed, and prices will be negotiated when services are requested.

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, in accordance with requirements and procedures set forth by the General Records Schedule for State and Local Government Agencies as promulgated by the Division of Library and Information Services (a division of the Florida Department of State), unless the firm is notified in writing by the City of Boynton Beach of the need to extend the retention period. City management and their representatives shall be entitled at any time during the contract period to inspect and reproduce such documents as deemed necessary.

The auditor will be required to make working papers available, upon request, to the following parties or their designees:
1. City Boynton Beach
2. U.S. General Accountability Office (U.S. GAO)
3. Cognizant Agency
4. Parties designated by the federal or state governments or by the City of Boynton Beach as part of an audit quality review process.

In addition, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the auditor will be required to notify the Director of Financial Services of the request, as appropriate.

ADDITIONAL SERVICES

If, during the contractual period, additional auditing or accounting services are needed, the Auditor may be engaged to perform these services. The Auditor shall, upon receipt of a written request from the City, perform such additional services. Such services, if offered by the Auditor, may include, but not be limited to:

E. Management advisory services
F. Arbitrage calculations
G. Extended audit services or special audits
H. Assistance in the preparation of any Official Statements required by Bond Counsel

All additional work will be documented by engagement memoranda to be approved by the City in accordance with the procurement policies of the City. The Auditor will be compensated in accordance with the Fee Schedule. The total amount for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates of this Agreement. In addition, the audit firm will be responsible for ensuring that any additional services provided do not impair the firm's independence as prescribed in Amendment 3 to *Government Auditing Standards.*

ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

Finance and Administrative Services Department
The Finance and Administrative Services Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the City of Boynton Beach. Finance and Administrative Services Department staff will provide all data as requested, but the audit firm is responsible for formatting the data to accommodate their required schedules and work papers.
The Financial Services staff will be available during the audit to assist the firm by providing information, documentation, and explanations. In addition, staff will provide the following:

- Preparation of the confirmations and lead schedules.
- Assistance in providing paid invoices, canceled checks, and other supporting documentation as requested by the firm.
- Year-end closing of the books of account and preparation of necessary adjusting journal entries.
- Preparation of schedules and related materials as requested by the firm.
- Preparation of all financial statements including related notes and required supplemental financial information.
- Preparation of the annual local government financial report submitted to the Florida Department of Banking and Finance.

- **Information Technology (IT) Assistance**

Certain IT personnel will be available to assist the auditor in performing the engagement. IT personnel will also be available to provide systems documentation and explanations. The Auditor will not be provided with computer time or the use of the City of Boynton Beach's computer hardware and software.

- **Work Area, Network, Telephones, Photocopying and Fax Machines**

The City of Boynton Beach will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided access to telephone lines, photocopying facilities, facsimile machines and internet for the on-site audit staff. The auditors will provide their own laptop computers and necessary peripheral devices. Any cost or charge incurred not associated with the engagement will be paid by the Auditor.

- **Report Preparation**

Auditor shall prepare all individual, combining, and entity-wide Financial Statements, and issue the Independent Auditor's Report. The City will provide the front covers, back covers, and tab inserts, as well as the transmittal letter, MDA, and statistical tables, and update the notes to the financial statements. Preparation color printing and binding (up to 15 copies) of the ACFR shall be the responsibility of the Auditor. The Auditor shall also provide an electronic copy of the ACFR in PDF format. The cost of the physical production (printing) of the ACFR should be listed separately.

EXHIBIT B

FEE SCHEDULE

City of Boynton Beach
Risk Management
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 & CollapseProducts 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 Employee	$ 1,000,000.00
		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		

Property:
Homeowners
Revocable
Permit
$

Revised 04/20

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

Friday, October 25, 2024 11:39 AM
FIN25-001R - FINANCIAL AUDITING SERVICES (AUDITOR)
Closing Date: Friday, November 8, 2024 3:00 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: What is the total Asset?
Answer 1: Total City of Boynton Beach Assets were $589,434,000 and $568,518,000 for FY 2023 and FY 2022, respectively. Projected total Assets for FY 2024 is $628,520,000.
Question 2: What is the total Revenue?
Answer 2: Total City of Boynton Beach revenues for were $232,964,000 and $209,095,000 for FY 2023 and FY 2022, respectively. Projected total Revenue for FY 2024 is 255,531,000.

Question 3: What is the total Asset?

Answer 3: See question # 1

Question 4: What is the total Revenue?

Answer 4: See question # 2

Question 5: What was the actual amount paid for last year's audit?

Answer 5: See Page #12 - 2.6 CITY OF BOYNTON'S PAST AUDITING FEES

Question 6: What is the budgeted amount for this year's audit?

Answer 6: FY 2025/2025 total budget is $326,400,000.

Question 7: Who are your current auditors?

Answer 7: Marcum LLP.

Question 8: Is there a policy of mandatory rotation?

Answer 8: No, we plan to select one vendor.

Question 9: Is there a local preference for Auditors?

Answer 9: See page # 27 D. Offices located in Palm Beach County – 5 points max.

Question 10: How long have you been working with the current Auditors?

Answer 10: More than 5 years (our auditors were bough-out).

Question 11: What is the audit time frame?

Answer 11: See page # 12 ANTICIPATED TIMELINE

Question 12: What is the selection criterion for submitted responses?

Answer 12: See SECTION IV – EVALUATION OF PROPOSALS pages # 26 – 28 of the RFP

Question 13: Who does the audit report go to?

Answer 13: To the Honorable Mayor, City Commission and City Manager of the City of Boynton Beach.

Question 14: Who prepares the CAFR?

Answer 14: Auditors

Question 15: From a financial standpoint, what are your top three (3) priorities?

Answer 15: Timeliness, accuracy and compliance.

Question 16: What are the qualities in an auditing firm that you deem most important?

Answer 16: Integrity, quality of audit, relationship, deliverables, remote capabilities, advancement in information technology and competent staff.

Question 17: Has anything significant occurred in the current year, which is different from prior years?

Answer 17: The change in Accounting and Finance department leadership. The City of Boynton Beach's Director of Finance and Deputy Director of Finance have been replaced as well as some of the accounting staff members.

Question 18: What has been exhibited by the current auditors that you value the most?

Answer 18: Competence, support through the audit, recommendations on internal control improvement as well as the internal processes. Issuance of Annual Comprehensive Financial Report on a timely basis.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

Peter V Kajokas CPA, MBA
Director of Finance

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
Wednesday, October 30, 2024 9:39 AM
FIN25-001R - FINANCIAL AUDITING SERVICES (AUDITOR)
Closing Date: Friday, November 8, 2024 3:00 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: Does the City wish to continue with presentation of full comparative financial statements?

Answer 1: Yes.

Question 2: How may audit auditor adjustments were proposes and recorded by the City in FY 2023.

Answer 2: 47 Auditor entries

Question 3: Who will be the members of the auditor selection committee?

Answer 3: See Resolution # 24-078

SECTION 4. The City Commission of the City of Boynton Beach hereby appoints the following members:

1) Eric Marmer
Assistant Town Manager
Town of Manalapan
Email: emarmer@manalapan.org

2) Beatrice Good
Finance and HR Administrator
South Central Regional Wastewater Treatment and Disposal Board
Email: emarmer@manalapan.orgbgood@scrwwtp.org

3) Vicki Hill
Finance Director
Boynton Beach Community Redevelopment Agency
Email: HillV@bbfl.us

4) Jobara Jenkins
Finance Director
Boynton Beach Community Redevelopment Agency
Email: JenkinsJ@bbfl.us

5) Ty Penserga
Mayor
City of Boynton Beach
Email: PensergaT@bbfl.us

ALTERNATE:

6) Yannick Ngendahayo
Finance Director
City of Lake Worth
yngendahayo@LakeWorthBeachfl.gov

SECTION 5. The City Commission hereby authorizes the City's Director of Finance to serve as an advisor to the Committee and authorizes City Staff to provide support to the Committee.

Question 4: Does the City have any plan issuance of debt for FY 2024?

Answer 4: No additional debt was issued for FY 2024.

Question 5: Is the City subject to any Inspector General (IG), Federal or State regulatory investigations?

Answer 5: No

Question 6: Does the City plan to early implement any GASB pronouncements (i.e. GASB Statement No. 101 – Compensated Absences)?

Answer 6: Possible – but currently the answer is NO.

Question 7: Under Section 2.11 of the RFP, "Reports To Be Issued", Item N. (page 14), it states: "Annual Comprehensive Financial Report (ACFR), the City desires the auditor to publish the ACFR using the City's format…" Can you clarify what is meant by the City's format?

Answer 7: To conform with GFOA Best Practice Standards

Question 8: Do you have a specific deliverable date that is being requested?

Answer 8: Latest deliverable date that is being requested is June 30th of the following fiscal year to meet State of Florida AFR filing deadline. Preferred day of deliverable is March 30th of the following fiscal year, so the GFOA deadline for ACFR submission for Certificate of Achievement for Excellence in Financial Reporting can be submitted without requesting for the extension.

Question 9: We need clarification on who is preparing the financial statements. On page 63, it states that the Finance and Administrative Services Department will provide preparation of all financial statements but then under Report Preparation it states that the Auditor shall prepare all financial statements.

Answer 9: Currently Auditor prepare all financial statements. In the future, the City's Boynton Beach Finance and Administration Services Department intent to issue financial statements internally. However, we are not equipped to do that for two to three years.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:

Name: Moises D. Ariza

Address: 525 Okeechobee Boulevard, Suite 750

CITY, State, Zip: West Palm Beach, FL 33401

Telephone No.: 561.653.7300

Fax No.: 561.653.7301

Email Address.: Moises.Ariza@CBIZ.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 Proposer is:
   CBIZ CPAs P.C.

   The address of the principal place of business is:
   525 Okeechobee Boulevard, Suite 750, West Palm Beach, FL 33401

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 12/21/2001
   b. State of Incorporation: Missouri
   c. President's name: Andrew Gragnai
   d. Vice President's name: Adam Clark
   e. Secretary's name: Bill Mann
   f. Treasurer's name: Chris Munsch
   g. Name and address of Resident Agent: CORPORATION SERVICE COMPANY, 1201 HAYS STREET, TALLAHASSEE, FL 32301-2525

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

N/A - Organization is a Corporation

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

Less than one year; changed name in August 2024 from Mayer Hoffman McCann P.C.

Under what other former names has your organization operated?

Mayer Hoffman McCann P.C.

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

Sunbiz Doc. No. F03000000092

Florida Department of Business & Professional Regulation - CPA License No. AD 63267

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [ ] NO [X]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

NO

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Refer to Proposal Tab E: Partner, Supervisory, Staff Qualifications & Experience.

11. State the name of the individual who will have personal supervision of the work:

Moises D. Ariza

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12. State the name and address of the attorney, if any, for the business of the Proposer:
Bill Mann, 700 W. 47th Street, Suite 1100, Kansas City, MO 64112

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
NONE

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
Mayer Hoffman McCann (Cayman), Artemis House, 2nd Floor, 67 Fort St.,
P.O. Box 1748, George Town, Grand Cayman, Cayman Islands

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
N/A

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	4 Million
b.	Non-Governmental Related Work	100 Million
	Total Work (a +b):	104 Million

per calendar year

Please note the amounts reported relate to Marcum LLP Florida. Marcum LLP was acquired by CBIZ effective November 1, 2024

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:
TD Bank (Attn: Nick Patel) - 855 Franklin Ave., Garden City, NY, 11530 - Phone: 516.739.2605

Bank **Address** **Telephone**

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18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Refer to Proposal Tab H: Specific Audit Approach

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Refer to Proposal Tab D: Firm Qualifications & Experience, Approach;
subsection - Quality Control and Peer Review

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [X]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

We are submitting financial information for both Marcum LLP and CBIZ. Marcum LLP was acquired by CBIZ on November 1, 2024

22. What will be your turnaround time for written responses to City inquiries?

One to two business days

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

NONE

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

NONE

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

NONE

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Managing Director

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Moises D. Ariza, as Managing Director of CBIZ CPAs P.C. who is personally known to me or who has produced _____ as identification.

Branden Lopez
Notary Public (Signature)

My Commission Expires: June 4, 2028

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

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Detail by Entity Name

Foreign Profit Corporation
CBIZ CPAS P.C.

Filing Information

Document Number	F03000000092
FEI/EIN Number	43-1947695
Date Filed	01/08/2003
State	MO
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/13/2024
Event Effective Date	NONE

Principal Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Mailing Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/22/2014

Address Changed: 08/22/2014

Officer/Director Detail

Name & Address

Title Treasurer

MUNSCH, CHRISTOPHER
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title Director

Languirand, Paul
One Citizens Plaza
9th Floor
Providence, RI 02903

Title Secretary

Mann, William D, Jr.
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title DIRECTOR

BURTON, DANA
140 Fountain Parway North
Suite 410
St Petersburg, FL 33716

Title Director

Schlisselfeld, Abe
685 Third Ave
New York, NY 10017

Title Director

Hakes, Tony
4722 N. 24th Street
Suite 300
Phoenix, AZ 85016

Title Director

Gluck, Jeffrey
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Seff, Dan
4600 South Ulster Street
Suite 900
Denver, CO 80237

Title President

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Larsen, Katina
700 West 47th Street
Suite 1100
Kansas City, MO 64112

Title Director

Lilly, Jennifer
11100 Northeast 8th Street
Suite 400
Bellevue, WA 98004

Title Director

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	04/24/2023
2024	04/21/2024

Document Images

08/13/2024 -- Name Change	View image in PDF format
04/21/2024 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:07:35 AM 11/6/2024

Licensee Information

Name:	**CBIZ CPAS P.C. (Primary Name)**
Main Address:	**700 WEST 47TH STREET SUITE 1100 KANSAS CITY Missouri 64112**
County:	**OUT OF STATE**
License Mailing:	**700 WEST 47TH STREET, SUITE 1100 KANSAS CITY MO 64112**
County:	**OUT OF STATE**

License Information

License Type:	**FIRM**
Rank:	**CPA Firms**
License Number:	**AD63267**
Status:	**Current**
Licensure Date:	**02/20/2003**
Expires:	**12/31/2025**

Special Qualifications	Qualification Effective
Corporation	**02/20/2003**

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Marcum LLP
Balance Sheet

	12/31/2023	12/31/2022
ASSETS		
Current Assets		
Cash in banks	$ 3,463,191	$ 610,345
Accounts Receivable	179,983,483	169,782,195
AR Allowance	(18,053,086)	(16,215,422)
Work-in-Process	48,905,000	43,923,872
WIP Allowance	(25,647,675)	(20,683,221)
Other Receivables	4,947,543	5,692,658
Prepaid Expenses	25,311,582	22,172,548
Cash Surrender Value	486,623	475,490
Inter-Company accounts (net)	15,768,849	16,880,417
Total Current Assets	**235,165,509**	**222,638,882**
Fixed Assets		
Furniture & Equipment	25,605,264	25,578,309
Total Fixed Assets	**25,605,264**	**25,578,309**
Other Assets		
Security Deposits	222,831	255,563
Goodwill	273,138,656	230,803,502
Financing Costs	324,667	430,250
Total Other Assets	**273,686,154**	**231,489,315**
TOTAL ASSETS	**$ 534,456,928**	**$ 479,706,507**

Marcum LLP
Balance Sheet

	12/31/2023	12/31/2022
LIABILITIES		
Current Liabilities		
Accounts Payable	$ 7,391,791	$ 3,959,143
Payroll Taxes Payable	1,788,201	1,561,261
Inter-Company accounts (net)		
Due to Partners & Directors	7,223,013	6,255,047
Accrued Expense	56,211,421	49,764,590
Contingent liabilities	64,941,146	80,919,101
Deferred Income	9,156,765	8,127,958
Total Current Liabilities	**146,712,338**	**150,587,100**
Long Term Liabilities		
Notes Payable	65,783,541	69,003,631
Contingent liabilities	35,329,642	55,700,000
Line of Credit	10,000,000	21,000,000
Security Deposits Payable	3,600	3,600
Total Long Term Liabilities	**111,116,783**	**145,707,230**
Equity		
Capital	95,777,434	99,398,430
YTD Net Income	393,047,528	291,474,325
Drawing	(212,197,155)	(207,460,579)
Total Equity	**276,627,807**	**183,412,176**
TOTAL LIABILITIES & OWNERS EQUITY	**$ 534,456,928**	**479,706,507**

Marcum LLP Performance Report YTD Prior Year Comparison

	2023	2022
Standard fees	1,429,608,538	1,046,019,442
Write Up/Down	(364,741,032)	(241,798,741)
WIP Allowance Adj	(5,056,094)	(2,377,881)
Shared Services Revenue	0	
Net Fees	1,059,811,412	801,842,820
Payroll and Benefits	422,076,582	320,192,031
Shared Service Admin	45,923,636	31,385,315
Payroll and Benefits	468,000,218	351,577,347
Margin after salaries	591,811,194	450,265,473
Facility Expense	40,119,101	33,171,113
Technology Expense	26,421,600	21,348,291
Marketing & Promotion Expense	11,906,539	11,666,533
General & Administrative expenses	52,390,353	46,294,442
Training & Recruiting Expense	12,846,707	11,570,889
Shared Services G&A	26,554,931	19,476,478
Depreciation	5,705,100	5,105,257
Operating Expenses	175,944,331	148,633,002
Operating income (loss)	**415,866,864**	**301,632,471**
	39.24%	
Shared Services Partners and Exps	25,060,918	21,372,327
Other Income	(16,288,372)	(13,333,276)
Other Expense	39,046,790	23,119,095
Non-Operating and Other	47,819,336	31,158,146
Income before partners draw	**368,047,528**	**270,474,325**
Drawing	(197,222,354)	(193,799,306)
Net Income (Loss)	**170,825,174**	**76,675,019**

CBIZ YOUR TEAM.

ACCOUNTING | INSURANCE | ADVISORY

Third Quarter 2024

Investor Presentation

October 29, 2024

Except certain related non-recurring legal and professional services costs incurred, this presentation does not include the impact of the announced acquisition of Marcum, LLP ("Marcum") that is expected to close in the fourth quarter, subject to the satisfaction of various closing conditions.



CBIZ.COM | NYSE: CBZ

Key Financial Highlights

	2019	2023	TOTAL GROWTH	CAGR
REVENUE (IN MILLIONS)	$948.4	$1,591.2	67.8%	13.8%
PRE-TAX INCOME (IN MILLIONS)	$92.6	$166.3	79.0%	15.8%
ADJUSTED PRE-TAX INCOME(1) (IN MILLIONS)	$92.6	$167.6	81.0%	16.0%
PRE-TAX MARGIN	9.8%	10.4%	+60 bps	
ADJUSTED PRE-TAX MARGIN(1)	9.8%	10.5%	+70 bps	
GAAP EPS	$1.26	$2.39	89.7%	17.4%
ADJUSTED EPS(1)	$1.26	$2.41	91.3%	17.6%
ADJUSTED EBITDA(1) (IN MILLIONS)	$120.2	$223.8	86.1%	16.8%

(1) Non-GAAP financial measure. See Appendix for GAAP reconciliation.

2024 YTD Highlights & 2024 FY Guidance

SEGMENT	3Q24 YTD SAME-UNIT REVENUE GROWTH	3Q24 YTD TOTAL REVENUE GROWTH	2024 GUIDANCE[1]
FINANCIAL SERVICES	4.5%	7.7%	
BENEFITS AND INSURANCE SERVICES	4.0%	4.6%	
NATIONAL PRACTICES	14.5%	11.7%	
REVENUE	4.6%	7.1%	+7% to 9%
GAAP DILUTED EPS		(0.8)%	+/- 1%
ADJUSTED DILUTED EPS[2]		7.5%	+10% to 12%
TAX RATE		28.1%	~28%
SHARE COUNT (WEIGHTED AVERAGE FULLY DILUTED)		50.4M	50.0M to 50.5M

(1) Reflects guidance provided by the Company on October 29, 2024. The guidance is based on management's current expectations for the remainder of 2024, excluding the impact of the announced acquisition of Marcum.
(2) Non-GAAP financial measure. See Appendix for GAAP reconciliation.

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of FLORIDA)

:

County of PALM BEACH)

Moises D. Ariza, being first duly sworn, deposes and says that:

1) (He)/She is Managing Director (Title) of CBIZ CPAs P.C. (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Typed name: Judith Chong

Typed name: Alex Auguste

BIDDER:

Signed:

Name: Moises D. Ariza

Title: Managing Director

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Moises D. Ariza, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 8th day of November, 20 24

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

Notary Public (Signature)

My Commission Expires: June 4, 2028

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **Financial Auditing Services**

Solicitation No.: **FIN24-036**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	CBIZ CPAs P.C.
Authorized Signature:	
Print Name:	Moises D. Ariza
Title	Managing Director
Date:	November 8, 2024
Phone:	561.653.7300

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Moises D. Ariza on behalf of CBIZ CPAs P.C. (He)/she ~~is~~ personally known to me or has produced _____ as identification.

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

Branden Lopez
NOTARY PUBLIC
Branden Asis Lopez
(Name of Notary Typed, Printed or Stamped)

Title or Rank
HH 527815
Serial number, if any

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Company ID Number:11557 Client Company ID Number:1690846

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Mayer Hoffman McCann PC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of theE-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web ServicesE-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
   A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
   B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA through its Web ServicesE-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with theE-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will createE-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access toE-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

    A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

    B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

        Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

   Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   A. Automated verification checks on alien employees by electronic means, and

   B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web ServicesE-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
    A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
    B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Mayer Hoffman McCann PC (Employer) hereby designates and appoints Kevin Croll (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent HireRight, LLC. (v30)	
Name (Please Type or Print) Kevin Croll	Title
Signature Electronically Signed	Date May 18, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mayer Hoffman McCann PC
Company Facility Address	700 West 47th Street Kansas City, MO 64112
Company Alternate Address	700 West 47th Street Kansas City, MO 64112
County or Parish	Jackson
Employer Identification Number	43-1947695
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Please Note: Mayer Hoffman McCann P.C. (MHM), changed its name to CBIZ CPAs P.C., effective August 21, 2024.

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Missouri	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Andy Burczyk
Phone Number	(816) 945-5606
Fax Number	
Email Address	aburczyk@cbiz.com

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Moises D. Ariza, Partner, on behalf of CBIZ CPAs P.C. certify

Print Name and Title — Company Name

that CBIZ CPAs P.C. 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 Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to 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 Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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.

CBIZ CPAs P.C.
COMPANY NAME

SIGNATURE

Moises D. Ariza
PRINT NAME

Managing Director
TITLE

November 8, 2024
DATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Moises D. Ariza, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 8th day of November, 2024

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

Notary Public (Signature)

June 4, 2028
My Commission Expires:

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Moises D. Ariza, (who) ~~is personally known to me~~ or who has produced _____ as identification.
Sworn and subscribed before me

this _____ _____

Printed Information:

Moises D. Ariza
NAME

Managing Director
TITLE

Branden Lopez
NOTARY PUBLIC, State of Florida at Large

CBIZ CPAs P.C.
COMPANY

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: November 8, 2024

Signed: _____

Entity: CBIZ CPAs P.C.

Name: Moises D. Ariza

Title: Managing Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Moises D. Ariza, as Partner for CBIZ CPAs P.C., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Branden Asis Lopez

My commission expires: June 4, 2028

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: November 8, 2024

Signed: _____

Entity: CBIZ CPAs P.C.

Name: Moises D. Ariza

Title: Managing Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8th day of November, 2024, by Moises D. Ariza, as Managing Director for CBIZ CPAs P.C., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Branden Asis Lopez

My commission expires: June 4, 2028

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



NOVEMBER 8, 2024

Proposal for RFP No. FIN25-001R - Financial Auditing Services Prepared for the *City of Boynton Beach*

Tab A: Introduction Letter / Letter of Interest

City of Boynton Beach
Finance/Procurement Department
100 East Ocean Avenue
Boynton Beach, Florida 33435

CBIZ ("CBIZ" or "the Firm") is pleased to respond to the RFP to provide a firm and irrevocable offer for external independent auditing services for the City of Boynton Beach (referred to as the "City"). As outlined in our proposal, we will provide external independent auditing services to the City for a period of five (5) years beginning with an audit of the financial statements of the City for the fiscal year ending September 30, 2024. CBIZ is independent of the City as defined by generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States. This proposal will detail our methodology and how we will work with the City to develop a strong partnership.

In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities and 400 employee benefit plans. Some of our key qualities that differentiate us are:

An Experienced, Responsive Local Team That Knows You Well: On November 1, 2024, CBIZ completed its acquisition of Marcum LLP ('Marcum"). One of the many advantages of choosing CBIZ as your auditor is that our team has significant knowledge and understanding of the City and its operations. We are aware of the risks and utilize our experience and professional skepticism to develop procedures that provide an enhanced audit experience. **While still benefiting from a new "set of eyes" through a new audit supervisor, you will not have to encounter any transition, time, or energy with CBIZ as your auditor.**

Small-Firm Care and Attention With Large-Firm Resources: Our local firm approach provides hands-on service and timely communication, resulting in the City receiving the best of both worlds. Our Florida offices are located in West Palm Beach, Boca Raton, Fort Lauderdale, Miami, and Tampa. We currently have approximately 350 employees in our Florida offices; however, the resources of all of our offices are available to us.

The audit will be performed and staffed from our West Palm Beach office: **525 Okeechobee Blvd., Suite 750, West Palm Beach, FL 33401**.

Spectrum Of Services: We provide a range of assurance, advisory, and technology services and an extensive portfolio of specialty and niche practices. We leverage our access to CBIZ's wealth of expertise and experience to provide further valuable guidance and support to our clients.

Significant Experience in the Public Sector: In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities**. At a national level, we provide services to more than 600 government entities**. We have extensive experience in the Federal and Florida Single Audit Acts including the OMB Uniform Guidance.

Experienced Team: For this proposed engagement CBIZ has assembled an audit team, whose skills and experience match the requirements of the City. The proposed client service and audit engagement managing director, Moises D. Ariza, CPA, CGMA, has extensive experience in performing audits of Florida government entities. He will be supported by a quality control director, Beila Sherman, CPA; IT risk audit managing director, Joe Layne, CISA; audit director, Scott Montgomery, CPA; audit supervisor, Jason Relyea; and other audit seniors and staff. All decisions that affect the planning, execution, and completion of the proposed audit **will be made by Moises D. Ariza.**

Audit Quality: The issues of audit quality and technical proficiency are important matters for consideration. We ensure that professional standards are exceeded on all of our engagements through a robust quality control system that encompasses a Managing Director and Manager Review Process, Professional Development, Technical Support, Internal Inspections, and the AICPA Peer Review Process. Our technical competencies will be essential over the next several years with the implementation of new significant standards set by the Governmental Accounting Standards Board. This assistance will be provided at no additional cost to the City.

Complementary Resources That Add Value Beyond the Audit: We are committed to providing our clients with educational insights and timely updates on matters relevant to their industry through complimentary webinars, newsletters, and other communications. Additionally, annually we offer a full day government CPE seminar featuring both local and national speakers. This seminar is geared towards offering our clients training on key audit and accounting issues at no cost to the City.

Proactive Communication & Partnership: Perhaps the quality that best describes CBIZ is our ability to go beyond the routine, to provide an extra dimension in quality, effort and service to our clients. The members of our firm are always accessible and are sensitive to your needs. We will be available to answer questions, discuss audit issues, and provide solutions throughout the year. We believe that this commitment sets CBIZ apart from other firms.

Understanding your needs and unique circumstances is paramount in driving the ideas and solutions we bring. In addition to exceeding industry expectations for service, our sincere goal is to earn your respect and trust through our commitment to your success. We believe this proposal formalizes our dialogue to date and look forward to learning more about the City so our team can continuously add value through conscientious engagement.

Thank you again for the opportunity to serve as your service provider. As you evaluate this proposal, please contact us to discuss any questions you may have.

Sincerely,



Moises D. Ariza
CPA, CGMA
MANAGING DIRECTOR, CBIZ
PHONE: 561.653.7300 x39612

AUTHORIZED TO REPRESENT AND CONTRACTUALLY BIND THE FIRM

MOISES.ARIZA@CBIZ.COM

Legal Disclaimer: *"CBIZ" is the brand name under which CBIZ CPAs P.C. and CBIZ, Inc. and its subsidiaries, including CBIZ Advisors, LLC, provide professional services. CBIZ CPAs P.C. and CBIZ, Inc, (and its subsidiaries) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards, CBIZ CPAs P.C. is a licensed independent CPA firm that provides attest services to its clients. In certain states, CBIZ CPAs P.C. may still operate under the name Mayer Hoffman McCann P.C. CBIZ, Inc. and its subsidiary entities provide tax, advisory, and consulting services to their clients. CBIZ, Inc. and its subsidiary entities are not licensed CPA firms and, therefore cannot provide attest services.*

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Tab B: Scope of Services - Independence

Understanding the Scope of Work

CBIZ hereby acknowledges a full understanding of the scope of services outlined in Exhibit A: "Scope of Services" of the RFP. We confirm that our qualifications not only meet but also exceed the requirements for each task specified, ensuring the delivery of superior financial auditing services to the City.

Understanding the governmental sector and helping clients identify their needs and meet their challenges, and uncovering opportunities that propel them towards success is CBIZ's mission. Our own success is based on our commitment to building meaningful, trusted relationships with our clients, creating positive service experiences, and delivering unexpected value wherever and whenever we can, while maintaining our professional independence and objectivity.

Our assurance professionals, most who have been focused on the government arena throughout their entire careers, have an in-depth understanding of the complex economic and political environment in which these entities, like the City, operate. Their knowledge and experience allow us to provide the highest level of professional service to our government clients.

One of the many advantages of choosing CBIZ as your auditor is that our team has significant knowledge and understanding of the City and its operations. The combination of our Firm's resources, level of managing director involvement and experienced team members provides an excellent service team of professionals capable of servicing your needs.

CBIZ affirms our ability to provide external independent auditing services to the City for a period of five (5) years beginning with an audit of the financial statements of the City for the fiscal year ending September 30, 2024. CBIZ is independent of the City as defined by generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States. This proposal will detail our methodology and how we will work with the City to develop a strong partnership.

Independence

CBIZ's policy is that all professional personnel be familiar with and adhere to the independence, integrity, and objectivity rules, regulations, interpretations, and rulings of the American Institute of Certified Public Accountants (AICPA), the Florida Board of Accountancy and other state CPA societies, *Government Auditing Standards* issued by the Comptroller General of the United States, relevant statutes, and applicable regulatory agencies.

In addition, all professionals – from managing director to staff auditor – are required to sign affidavits annually attesting to their independence.

CBIZ is independent of the City as defined by Generally Accepted Auditing Standards and *Government Auditing Standards* issued by the Comptroller General of the United States.

CBIZ's quality control document contains detailed policies related to maintaining independence. These polices are the most stringent polices adopted by the AICPA and the various state boards of accountancy. Engagement team members are required to consider any possible situations where independence may be impaired during the acceptance or continuance process and if any arise during the performance of an engagement.

Professional Relationships Involving the City

On November 1, 2024, CBIZ completed its acquisition of Marcum LLP ("Marcum"). The following describes certain professional services performed by Marcum during the time period requested in the RFP.

Marcum was engaged as the independent auditor for the City of Boynton Beach for the past three (3) fiscal years. Marcum also performed an internal control and data security audit with the City's compliance with the Florida Highway Safety and Motor Vehicles (FLHSMV) requirements for driver's license and motor vehicle record data exchange in January 2024. This relationship does not constitute a conflict of interest relative to performing the proposed audit of the City. CBIZ and the engagement team are and remain independent of the City as defined by Generally Accepted Auditing Standards and the U.S. General Accounting Office's "*Governmental Auditing Standards*." These services performed under professional standards do not constitute a conflict of interest.

Tab C: License to Practice in Florida

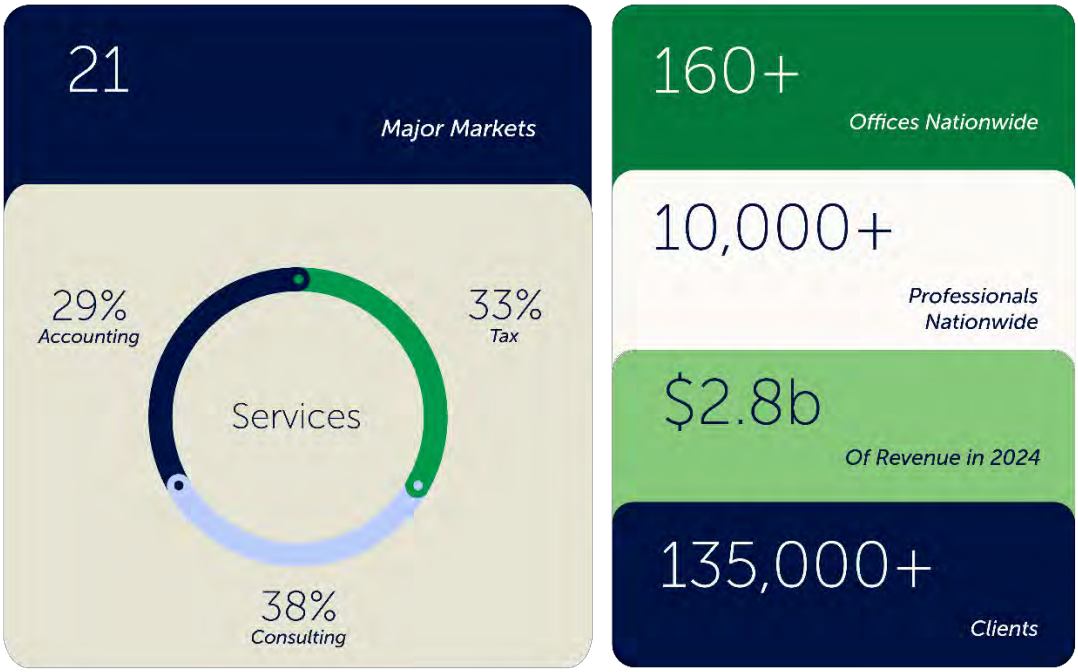
We affirm that CBIZ is a licensed certified public accounting firm and is in good standing with all regulatory agencies. CBIZ is a member of the American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA). All professional staff, upon successful completion of the CPA exam, become members of both the AICPA and their respective state society of CPAs. CBIZ is properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy. All key team members assigned to this engagement are licensed to practice in the State of Florida. Each individual on the engagement has maintained the required CPE in government accounting and has attended an Ethics course for CPAs in Florida. All applicable licenses are provided in **Appendix A**.

Tab D: Firm Qualifications & Experience Approach

Firm Overview

CBIZ (NYSe: CBZ) is a leading consulting, tax, and financial services advisor serving middle-market businesses and organizations nationwide. With more than 10,000 team members and 160 locations in major metropolitan areas and suburban cities coast to coast, we deliver forward-thinking insights and actionable solutions to help clients anticipate the next steps and accelerate growth.

CBIZ operates under an alternative practice structure as defined by the AICPA with CBIZ CPAs P.C. (CBIZ CPAs), an independent CPA firm. Together, we are proud to be a leading professional services advisor nationwide.



CBIZ is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services. In certain jurisdictions, CBIZ CPAs P.C. operates under its previous name, Mayer Hoffman McCann P.C.

The Florida Region of CBIZ includes offices in **West Palm Beach**, Boca Raton, Fort Lauderdale, Miami, and Tampa. The audit will be performed and staffed from our West Palm Beach office located at **525 Okeechobee Boulevard, Suite 750, West Palm Beach, Florida 33401**. All audit team members are full-time employees. We have a complete government service team of 46 locally based individuals and more than 10,000 associates nationwide. CBIZ is properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy. Refer to **Appendix A: Licenses** for all applicable firm and team member licenses and certifications.

Personnel	Government Specialists
Managing Directors	3
Directors	2
Senior Managers	2
Managers	3
Supervisors	3
Seniors	11
Staff Accountants	20
Operations	2
TOTAL	**46**

Client-Driven



Understanding the governmental sector and helping clients identify their needs and meet their challenges and uncovering opportunities that propel them towards success is our mission. Our own success is based on our commitment to building meaningful, trusted relationships with our clients, creating positive service experiences, and delivering unexpected value wherever and whenever we can, while maintaining our professional independence and objectivity.

Our assurance professionals, most who have been focused in the government arena throughout their entire careers, have an in-depth understanding of the complex economic and political environment in which these entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our government clients.

Commitment to Excellence

From the way we service clients to the training and development of our professionals, CBIZ is committed to excellence in every aspect of our operation. Our focus on client success compels us to look beyond the numbers to see the opportunities, challenges, and solutions in every engagement. Innovation, proactivity, teamwork, and open communication are the hallmarks of our approach.

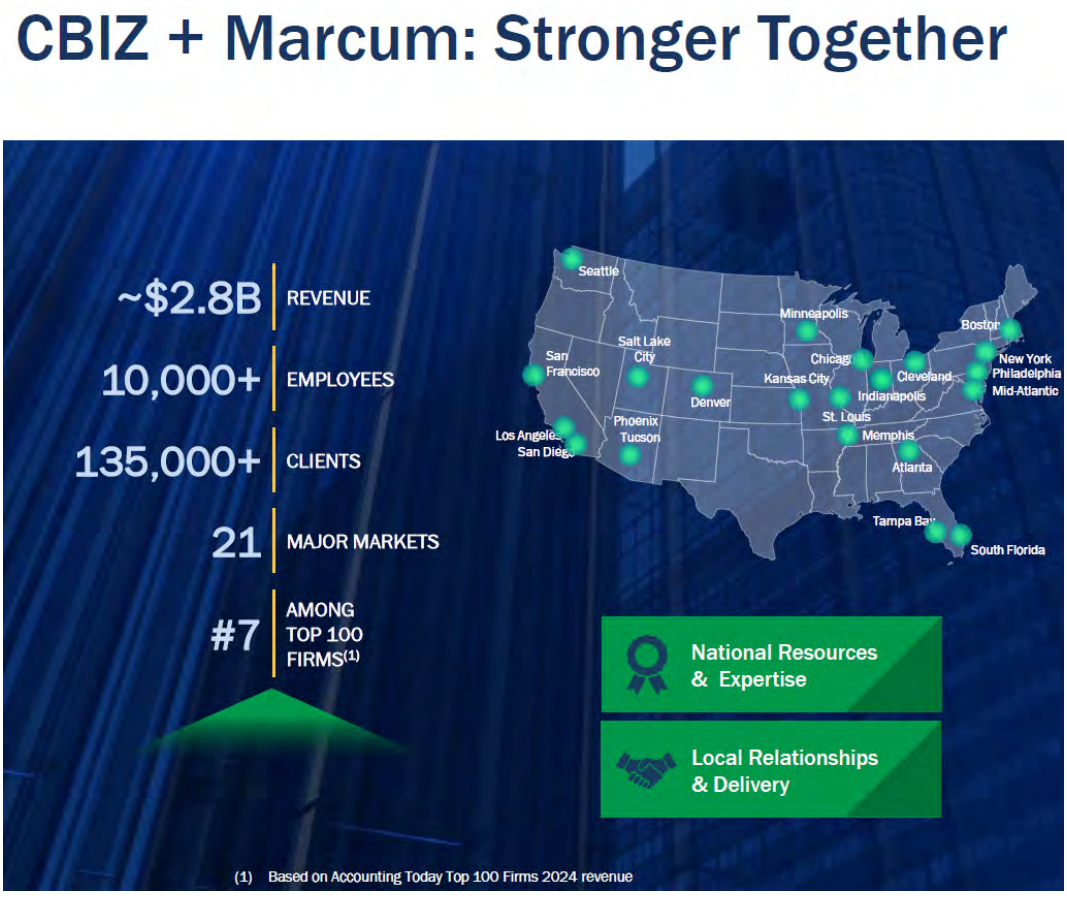
IT Risk and Assurance

Our IT Risk and Assurance Services team can assess your information risk management and operational effectiveness. We can then provide you with privacy, compliance, and technology consulting solutions. Experienced professionals hold CISA, CISSP, CISM, CRISC, or CPA accreditations along with many years of experience in bringing unique solutions to your business and IT needs. This unique combination allows us to start with your business challenges and then tailor IT solutions to match your needs.

Our IT Risk and Assurance Services team helps clients achieve optimum results in their ability to manage IT risk, mitigate those risks, and improve performance with cost-effective solutions. Our goal is to deliver practical solutions to the problem of "digital insecurity", which means helping to identify the most cost-effective ways to address specific concerns regarding IT-related compliance and control issues relevant to your environment and needs. In addition, the IT Risk and Assurance Services team can design and implement ERP solutions that will integrate your operations more efficiently.

Robotic Process Automation

At CBIZ, we understand that government entities are always looking to stay at the forefront of innovation. Technological advances are transforming concepts that seemed impossible just a few years ago into today's reality. Our goal as your trusted advisor is to provide you with the most cutting-edge resources available to streamline your work processes while delivering the best possible return on your investment. CBIZ's team of consulting and technology experts offer clients Robotic Process Automation "Bot" Services. These services have the capability to change the way our clients are conducting business by automating and in many cases eliminating manual process that employees would be otherwise spending hours to complete. Utilizing Digital Workers can replace many tedious functions and tasks that are time consuming and often prone to human error, including data entry, periodic reporting, and accounts payable invoicing. They can also be used to generate and distribute reports, process inbound leads, and retrieve data from the web.



Note: On November 1, 2024, CBIZ completed its acquisition of Marcum LLP ("Marcum").

Interconnected Services

Our group provides interconnected professional services to help government entities achieve their operational, strategic and compliance goals. Our service offerings grew from government entities seeking our advice beyond audit and compliance and our drive to do more for these organizations like the City. By providing a vast array of expertise and service lines to support our clients' operations, our capacity and passion to serve and strengthen every aspect of our clients' operations remains unparalleled.



Firm Experience – Government Services

CBIZ has successfully provided professional auditing, accounting, financial reporting, and management advisory/consulting services to a broad spectrum of government entities, including preparing government financial statements, and performing Federal and Florida Single Audits. Annually we perform more than 600 government entity audits and 200 Single Audit engagements.

70	600	200
Years Serving Government Entities	**Annual Government Entity Audits**	**Annual Federal & State Single Audits**

The assurance services we provide to government entities includes single audits, pension audits, compliance audits, forensic audits, IT audits, internal audits, GASB implementation, financial statement audits, aiding in obtaining the Certificate of Achievement for the ACFR, and Annual Financial Report preparation and assistance, performance or operational reviews and a wide range of consulting services for local governments.

In addition, the managing director and quality control director on the proposed engagement team have been instrumental in assisting clients with the implementation of new pronouncements. Most recently, to note significant GASB pronouncements, the team assisted our clients with the implementation of GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

Single Audits



We have conducted hundreds of federal, state, and local Single Audits and are knowledgeable of all requirements under OMB Uniform Guidance and the State of Florida Single Audit Act. To stay on top of changing audit requirements, our firm participates in various AICPA trainings and our team receives annual single audit training that involves all aspects of a single audit, including internal controls, compliance, financial reporting, the Data Collection Form, Yellow Book, and audit effectiveness. A significant portion of this training also includes discussion about single audit quality and current topics discussed in the AICPA Audit Guides and Audit Risk Alerts.

We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work and in fact, have had many positive comments about the excellence quality of our audit files.

With this experience, we are able to provide a robust amount of knowledge as it relates to the City and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

Active Participation on Boards and Committees

The managing directors, directors, and managers of CBIZ are actively involved in recognized standard-setting organizations at the national, state, and local level. These organizations include the Florida Government Finance Officers Association (FGFOA), Florida Association of Special Districts (FASD), and the Florida League of Cities (FLC).

CBIZ is also a member of the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC) and the AICPA's Governmental Audit Quality Center (GAQC). Our involvement in these organizations further demonstrates our commitment to the public sector and helps keep us on top of issues affecting government entities.

Resources for our Government Clients

CBIZ is also committed to providing professional development programs to the entire South Florida community involved in the government sector. Annually, CBIZ presents a Government Symposium, an 8-hour accounting and auditing seminar that focuses on current developments in government affairs, including accounting, legal and operational topics.

We encourage our clients and non-clients alike, to attend this technical (CPE) Symposium at no cost. Additionally, CBIZ provides more than 40 virtual courses that can be attended live or at a later date. All clients have access to this database at no cost.

GFOA Certificate of Achievement Program

CBIZ assists clients who participate in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program. This program is recognized as the highest award in government financial reporting. The Certificate of Achievement has been awarded on all of the financial statements for participating clients, including first time submissions. Several members of our team are special reviewers for the GFOA Certificate of Achievement Program, including Moises D. Ariza who has been a Certificate Program reviewer since 2014. CBIZ serves more than 600 government clients at a national level and 45 government clients in Florida. One hundred (100) percent of our clients that apply for the GFOA Certificate of Achievement for Excellence in Financial Reporting have received the certificate during our tenure as auditors.

Secure Digital Collaboration

CBIZ employs a paperless audit approach. Our audit teams utilize both proprietary and non-proprietary programs to streamline the audit process. To ensure information is stored and shared safely, we use a secure workflow data management tool for every client relationship. The user-friendly collaborative site serves as a virtual common workspace that is keyed to our data request lists and electronic audit system.

Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our audit engagement team directly into our electronic work programs. This cloud-based tool minimizes the use of emails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients time and money.

Federal or State Desk Reviews or Field Audits

There are no actions as a result of any federal or state desk reviews or field audits to CBIZ or its auditors of government entities during the past five (5) years. There has been no disciplinary action taken nor pending against CBIZ or any of the professional staff with the State Board of Accountancy, the Auditor General, or any other regulatory bodies.

Government/AICPA Litigation and Disciplinary Actions

CBIZ affirms there has been no litigation whereby a court has ruled against CBIZ in any matter related to the professional government auditing services of CBIZ. CBIZ has been providing audit services to government entities for over 70 years and has never been a party of litigation involving a government entity.

There have been no pending indictments, litigation or proceedings during the past three (3) years whereby a court or any administrative agency has ruled against CBIZ in any matter related to its professional government auditing services of CBIZ. There have not been any terminations, suspensions, censures, reprimands, probations or similar actions against any member of CBIZ by the Florida State Board of Accountancy.

CBIZ is a global firm with significant operations and as a result, it is a party to ordinary course litigation. No litigation, proceeding or investigation by any regulatory body will have a material impact on our ability to operate its business and to provide the services contemplated hereunder. We affirm that Our team has a proven track record, having met all commitments and successfully completed every engagement contract in the past.

Quality Control and Peer Review

The quality of our professional practice is of utmost importance to CBIZ, our clients, and to the users of our reports. As such, we maintain a quality control program that ensures our internal policies are met and professional standards are exceeded on all of our engagements. To ensure that CBIZ's performance is in conformity with our stated standards and those issued by the AICPA, our quality control system encompasses the following:

Professional Development: CBIZ provides a minimum of 40 hours (five days) of CPE in-house to all professional staff. These seminars include sessions in accounting, auditing, financial reporting, and internal controls. In addition to the in-house training, professional staff attend various outside seminars.

Internal Inspections: Annually CBIZ selects a random sample of accounting, auditing, advisory and tax engagements and performs a review to ensure compliance with firm policies and professional standards.

Centralized Financial Statement Review Process: The quality control department performs a review of our audit binders and financial statements prior to the release of the finished product. Their involvement includes participation in engagement planning to approve the audit approach, review of high risk and complex areas throughout fieldwork and a review of the financial statements and related information. Their involvement in the planning and fieldwork stages helps eliminate any last-minute surprises and assures the high level of quality we demand from our professionals is maintained.

Peer Review: CBIZ participates in an external quality review program requiring an on-site independent examination of our Accounting and Auditing practice. CBIZ has consistently received clean opinions (rating of “Pass”) on the quality of CBIZ’s audit practice. This is the highest level of achievement and recognition in the peer review program. The review encompassed governmental engagements. Please refer to **Appendix C: Peer Review Report** for a copy of our latest peer review report which includes our government engagements. **Please note that the peer review report is addressed to Mayer Hoffman McCann P.C. (“MHM”). Effective August 21, 2024, MHM changed its name to CBIZ CPAs P.C.**

Tab E: Partner, Supervisory, Staff Qualifications & Experience

Engagement Team

The team members proposed for the City have comprehensive industry knowledge and possess the critical regulatory, technical, and business process skills necessary to provide you with an effective and efficient audit. These professionals are well-versed in the complexities of governmental accounting, auditing, and financial reporting, including all GASB pronouncements, Federal and Florida Single Audit Acts, OMB Uniform Guidance, CRA and Pension operations, and State Laws and Rules of the Auditor General.

Moises D. Ariza, Beila Sherman, and Scott Montgomery are "key" team members. We anticipate key team members to remain consistent over the term of the engagement. No personnel changes will be made without the express prior written permission of the City.

Refer to **Appendix A: Licenses** for Firm and Engagement team licenses.

Engagement Team Structure

Quality Control	Assurance	IT Auditor
BEILA SHERMAN CPA Quality Control Director	**MOISES D. ARIZA** CPA, CGMA Lead Engagement Managing Director	**JOE LAYNE** CISA, CISM, MSCA, PCIP IT Risk Audit Managing Director
	SCOTT MONTGOMERY CPA Audit Director	**IT AUDIT STAFF**
	JASON RELYEA Audit Supervisor	
	AUDIT SENIOR & STAFF	



Moises D. Ariza

CPA, CGMA
Managing Director, CBIZ
Assurance Services

MOISES.ARIZA.@CBIZ.COM

Moises D. Ariza is a managing director in CBIZ's Assurance Division. He has more than fifteen years of experience in the accounting profession providing accounting, assurance, and advisory services to a wide range of clients. Much of his client base includes nonprofit organizations, local governments, employee benefit plans, manufacturing companies and retail entities.

In addition, Mr. Ariza has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Mr. Ariza is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is a qualified peer reviewer and regularly performs peer reviews under the AICPA Peer Review Program.

Within the firm, Mr. Ariza develops in-house training seminars for CBIZ's professional staff as well as continuing education programs for various outside organizations. Moises is an active team leader in CBIZ's Employee Benefit Plan Group, Nonprofit Sector and Government Services Group.

Expertise

- Financial Audits
- Federal & Florida Single Audits
- Financial Reporting
- Program-Specific Compliance Audits

Education

- MS – Accounting, St. Thomas University
- BA – Accounting, Florida International University

Professional Affiliations

- Chartered Global Management Accountant (CGMA)
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee, Active Member
- Association of Latin Professionals in Finance and Accounting, Member (ALPFA)
- Miami-Dade, Broward and Palm Beach County League of Cities, Associate Member
- South Florida Government Finance Officers Association, Associate Member
- Florida Government Finance Officer Association, Member (FGFOA)
- YMCA of South Florida, Finance Committee Member

Awards & Accolades

- Top 20 Professionals Under 40, Brickell Magazine, 2021
- Young Horizons Award, Florida Institute of CPAs, 2021

Articles, Seminars & Presentations

- Navigating through GASB No. 68, Published Article
- The Importance of Governmental Financials, FGFOA Conference
- GASB Statement No. 68, 2015 Marcum Governmental Symposium Government Auditing Standards and OMB Uniform Guidelines, Internal Training
- Risk Assessment and Audit Approach, Internal Training
- Related Party Transactions, Internal Training
- Employee Benefit Plans, Internal Training

CPE Hours (three years)

CPE Type	Hours
Government	145
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	30
TOTAL	**221**

Moises Ariza – Current & Former Government Clients

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Broward County	2		✓	✓
Children's Services Council of Broward County	5	✓		
City of Boca Raton	7	✓	✓	✓
City of Boynton Beach	3		✓	✓
City of Coconut Creek	5	✓	✓	
City of Deerfield Beach	6	✓	✓	✓
City of Delray Beach	2	✓	✓	✓
City of Florida City	10	✓	✓	✓
City of Hollywood	5	✓	✓	✓
City of Homestead	12		✓	✓
City of Miramar	2	✓	✓	
City of Palm Beach Gardens	5	✓		
City of Pompano Beach	5	✓	✓	✓
City of Sunrise	10		✓	
City of West Palm Beach	5	✓	✓	✓
East Central Regional Wastewater Treatment Facilities	3			
Housing Finance Authority of Palm Beach County	3			
Indian Creek Village	2			
Florida Keys Aqueduct Authority	8		✓	
Miami-Dade Water & Sewer Department	14		✓	
The Children's Service Council of Palm Beach County	2		✓	
The Children's Trust	7			
Town of Bay Harbor Islands	8	✓	✓	
Town of Jupiter	3	✓	✓	✓
Town of Palm Beach	4	✓	✓	
Town of Southwest Ranches	5		✓	
Town of Surfside	8	✓	✓	
Village of Key Biscayne	10	✓	✓	

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Village of Palmetto Bay	**4**		✓	
Village of Royal Palm Beach	**3**		✓	
Village of Tequesta	**3**	✓		
Broward County	**2**		✓	✓



Beila Sherman

CPA
Quality Control Director, CBIZ
Assurance Services

BEILA.SHERMAN.@CBIZ.COM

Belia Sherman has more than 25 years of experience providing accounting, auditing and advisory services for a wide range of entities. As a Director in CBIZ's Assurance division, her primary responsibilities include on-site supervision and review of audit engagements to ensure they are prepared in accordance with professional and Firm standards.

Ms. Sherman provides guidance to clients ranging from complex accounting issues to general business and accounting developments. She has significant experience in the evaluation of internal controls.

In addition, Ms. Sherman develops in-house training seminars for CBIZ's professional staff as well as continuing education courses for various outside organizations, on current accounting and auditing matters. She is actively involved in the division's professional development activities.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Institute of Certified Public Accountants – CIRA Section
- Government Finance Officers Association (GFOA)
- Canadian Institute of Chartered Accountants (CPA)
- South Florida Government Finance Officers Association,
- Associate Member (SFGFOA)
- Miami-Dade, Broward, and Palm Beach Counties Leagues of Cities

Articles & Presentations

- Internal CPE Training, Instructor
- "Governmental Accounting (GASB) and Government Auditing Standards",

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Operational & Performance Reviews
- Agreed-Upon Procedures
- Attestation Services
- Advisory Services
- Peer Reviews

Education

- BBA – Mount Saint Vincent University

- Internal Training
- “Federal and Florida Single Audits Acts”, Internal Training
- Florida School of Government Finance Instructor
- FGFOA Presenter
- FASD PresenterRelated Party Transactions, Internal Training
- Employee Benefit Plans, Internal Training

CPE Hours (three years)

CPE Type	Hours
Government	168
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	40
TOTAL	**224**

Beila Sherman – Current & Former Government Clients

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Bal Harbour Village	8	✓	✓	
Broward County	5		✓	✓
Children's Services Council of Broward County	5	✓		
City of Boca Raton	9	✓	✓	✓
City of Coconut Creek	5	✓	✓	
City of Deerfield Beach	3	✓	✓	✓
City of Florida City	15		✓	✓
City of Hallandale Beach	6	✓	✓	✓
City of Hollywood	3	✓	✓	✓
City of Homestead	10		✓	✓
City of Miramar	4	✓	✓	
City of North Miami	15	✓	✓	✓
City of North Miami Beach	15	✓	✓	✓
City of Oakland Park	4			
City of Palm Beach Gardens	5	✓	✓	
City of Pembroke Pines	10	✓	✓	
City of Pompano Beach	3	✓	✓	✓
City of Sunny Isles Beach	5		✓	
City of Sunrise	8		✓	
City of West Palm Beach	5	✓	✓	✓
Florida Keys Aqueduct Authority	7		✓	
Miami-Dade Water & Sewer Department	12		✓	
The Children's Trust	6	✓		
Town of Bay Harbor Islands	15	✓	✓	
Town of Surfside	8	✓	✓	
Village of Key Biscayne	8	✓	✓	
Village of Tequesta	5	✓	✓	



Joe Layne

CISA, CISM, MSCA, PCIP
Managing Director, CBIZ
Advisory Services

JOE.LAYNE.@CBIZ.COM

Joe Layne is a Managing Director in CBIZ's Advisory Services practice. He oversees IT audits for large commercial clients, including public and private businesses. He is an experienced Information Systems Auditor with dynamic information systems risk, compliance and audit experience spanning 20 years across external Big Four Audit, Internal Audit and Information Technology.

Mr. Layne has worked in Information Technology as well as Internal and External audit developing a unique perspective having experienced the client side as well as performing client services. This allows him to better bridge the gap between broad regulations and the realistic impact or implementation of IT Risk and Controls with clients.

Mr. Layne offers ongoing education for clients around risk mitigation as well as risk assessments and consulting around prevention strategies and procedures. He assists clients develop protocols and internal controls for IT risk management.

Professional Affiliations

- Information Systems Auditing and Control Association (ISACA)
- Payment Card Industry Security Standards Council

Professional Designations

- Certified Information Systems Auditor (CISA), ISACA
- Certified Information Security Manager (CISM), ISACA
- Payment Card Industry Professional (PCIP), PCI Security Standards Council
- Microsoft Certified Systems Administrator (MCSA), Microsoft

Expertise

- IT Risk Management
- IT Governance
- IT Security Assessments
- IT Audits
- Sarbanes-Oxley Act (SOX)
- SOC 1, 2, 3
- HIPAA Security Rule
- Internal Controls
- PCI Compliance

Education

- BSc – Information Studies, Florida State University

CPE Hours (three years)

CPE Type	Hours
Government	39
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	89
TOTAL	**144**



Scott Montgomery

CPA
Director, CBIZ
Assurance Services

SCOTT.MONTGOMERY.@CBIZ.COM

Scott Montgomery is a Director in our Assurance Services Division with 25 years of experience in public accounting. He has experience in all audit phases, including planning, organization, supervision, and review of the fieldwork. Mr. Montgomery works with clients in a variety of industries including government, nonprofit, real estate, construction and privately held businesses. Mr. Montgomery's public accounting experience is primarily focused on financial reporting compliance, including audits, reviews, and compilations of privately held and regulated businesses. His experience also includes the planning and administration of audits of the financial statements of municipalities, special districts, private companies, real estate companies and a variety of nonprofit entities.

Additionally, Mr. Montgomery has a significant background in internal controls and compliance, including performing audits with reporting requirements related to government funding, in addition to those required by the Federal Uniform Guidance (formally OMB Circular A-133) and State auditor general.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- FICPA Committee on Accounting Principles and Auditing Standards, Past Committee Member
- Government Finance Officers Association, Special Review Committee for the Certificate of Achievement Program
- Florida Government Finance Officers Association
- Housing Leadership Council of Palm Beach County, Treasurer
- Capri West Condominium Association, President
- Meadows on the Green Condo Association, Past Treasurer
- Poinciana West Condominium Association, Treasurer
- Palmland Villas Homeowners Association, Past Treasurer

Expertise

- Internal Audits
- Assurance Services
- Government & Municipal

Education

- BA – Accounting, St Mary's University
- MA – Taxation, Baylor University

Partial Listing of Clients

- City of Boynton Beach
- City of Coconut Creek
- City of Delray Beach
- City of Miami
- City of West Palm Beach
- East Central Regional Wastewater Treatment Facilities Operational Board
- Loxahatchee River Environmental Control District
- South Central Regional Wastewater Treatment and Disposal Board
- Town of Jupiter
- Village of Palm Springs
- Village of Royal Palm Beach

CPE Hours (three years)

CPE Type	Hours
Government	86
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	31
TOTAL	**117**



Jason Relyea

Supervisor, CBIZ
Assurance Services

JASON.RELYEA@CBIZ.COM

Jason Relyea is a Supervisor in CBIZ's Assurance Division. He has approximately 10 years of experience in the accounting profession providing accounting, and auditing, for local government and nonprofit organizations. Some of the clients Jason has assisted in providing auditing services to include the School District of Palm Beach County, School District of Broward County, Palm Beach County BOCC, Broward County BOCC, Martin County BOCC, Canaveral Port Authority along with over a dozen cities throughout the Tri-County area. Jason also has experience working with nonprofit organizations (Conservation Organizations, Education Agencies etc.). Mr. Relyea has significant experience in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Mr. Relyea is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is client service driven and is always willing to assist clients with accounting, auditing, and financial reporting issues, including but not limited to, implementation of new accounting pronouncements.

Partial Listing of Clients

- Broward County
- City of Boynton Beach
- City of Delray Beach
- City of Palm Beach Gardens
- City of Sunrise
- Palm Beach County
- Town of Bay Harbor Islands
- Town of Jupiter
- Town of Surfside

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Program-Specific
- Compliance Audits

Education

- MA – Accounting, St. Thomas University

CPE Hours (three years)

CPE Type	Hours
Government	57
Other (Accounting, Auditing, Technical, and Behavioral)	32
TOTAL	**89**

Continuing Professional Education

Having the best-qualified professionals requires a continuous investment in training and resources that improve and maintain competencies. As the guidelines and compliance requirements of our industry change frequently, we are proactive in keeping up with the changes in the profession and providing the necessary training for our staff. Technical training for all of our staff covers accounting, auditing, federal regulations, tax, employee benefits and computer systems. In addition to the standard technical training required to maintain our certifications, we include training on mentoring, interviewing, time management, coaching and more.

Our training initiatives help our professionals maintain the highest level of technical and business competencies that our clients have come to expect. Our team encourages and requires continuing education and training at all levels, and this steadfast commitment to our own personal and professional growth benefits our clients and us.

Every year, CBIZ provides a minimum of 40 hours of continuing professional education (CPE) in-house to all professional staff. These seminars include sessions in government accounting, auditing, and financial reporting, including Yellow book, single audit, IT audits and information systems and other accounting and auditing issues. In addition to the in-house training, our professional staff attend various outside seminars/conferences.

CBIZ affirms all members of the audit team meet or exceed the CPE requirements mandated by professional auditing standards (including *Government Auditing Standards*) and all CPAs assigned meet or exceed the CPE and ethics training mandated by the Florida State Board Accountancy (including Florida Statutes, Chapter 11.45, information technology training).

Tab F: Prior Engagements with the *City of Boynton Beach*

As discussed in **Tab B**, on November 1, 2024, CBIZ completed its acquisition of Marcum LLP. Marcum LLP was engaged as the independent auditors for the City of Boynton Beach for the past three (3) years, (fiscal years ended September 30, 2021, 2022, and 2023). Marcum LLP also performed an internal control and data security audit with the City's compliance with the Florida Highway Safety and Motor Vehicles (FLHSMV) requirements for driver's license and motor vehicle record data exchange in January 2024.

The engagement partner was **Moises Ariza** and performed from CBIZ's **West Palm Beach office at 525 Okeechobee Boulevard, Suite 750, West Palm Beach, FL 33401. Telephone number 561.653.7300.**

Tab G: Similar Engagements with other Government Entities

CBIZ's Current Government Clients

Palm Beach County

- City of Boca Raton
- City of Boca Raton CRA
- City of Boca Raton ERP
- City of Boca Raton GERS
- City of Boca Raton Police and Firefighters Retirement System
- City of Boynton Beach
- City of Delray Beach
- City of Palm Beach Gardens
- City of West Palm Beach East Central Regional Wastewater Treatment Facilities Operations Board
- Healthy Start Coalition of Palm Beach County
- Loxahatchee River Environmental Control District
- Palm Beach County Housing Finance Authority
- South Central Regional WW Treatment and Disposal Board
- The Children's Services Council of Palm Beach County
- Town of Jupiter
- Town of Lake Park
- Town of Palm Beach
- Town of Palm Beach Retirement System
- Village of Palm Springs
- Village of Royal Palm Beach
- Village of Wellington
- Northern Palm Beach County Improvement District

Broward County

- Broward County (IT Dept.)
- City of Deerfield Beach
- City of Deerfield Beach CRA
- City of Fort Lauderdale Police and Firefighters Retirement System
- City of Hallandale Beach
- City of Hollywood
- City of Hollywood CRA
- City of Hollywood GERS
- City of Pompano Beach Police and Firefighters Retirement System
- City of Sunrise

Miami-Dade County

- City of Florida City
- City of Florida City CRA
- City of Hialeah
- City of Homestead
- City of Homestead CRA
- City of Miami Firefighters & Police Officers Retirement Trust
- City of Opa Locka
- City of Sunny Isles Beach
- Miami-Dade County (WASD)
- Miami Police Relief and Pension Fund
- The Children's Trust of Miami-Dade County
- Town of Bay Harbor Islands
- Town of Bay Harbor Islands ERS
- Town of Surfside
- Town of Surfside Employees' Retirement Plan
- Village of Miami Shores
- Village of Palmetto Bay

Monroe County

- Florida Keys Aqueduct Authority

Hillsborough County

- City of Tampa Police and Firefighters' Pension Plan

Lee County

- City of Fort Myers

Collier County

- City of Naples

Similar Engagements with other Government Entities

The following represents several engagements similar to the engagement described in the RFP performed in the last three (3) years by Moises D. Ariza, the designated audit Managing Director. All of these engagements have adopted GASB 34 and all earned the GFOA Certificate of Achievement for Excellence in Financial Reporting.

City of Delray Beach

100 NW 1st Avenue, Delray Beach, FL 33444
Carmen Aleman, Chief Accounting Officer
alemanc@mydelraybeach.com | 561.243.7134
Services: Financial Audit, Single Audit, & CRA Audits
Term: September 30, 2021 to Current
Engagement Partner: Moises Ariza

Town of Jupiter

201 Military Trail, Jupiter, Florida 33458
Scott Reynolds, Finance Director
scottr@jupiter.fl.us| 561.742.6312
Services: Financial Audit, Single Audit, & CRA Audits
Term: September 30, 2021 to Current
Engagement Partner: Moises Ariza

City of Boca Raton

201 West Palmetto Park Road, Boca Raton, FL 33432
James L. Zervis, Director of Finance
jzervis@ci.boca-raton.fl.us| 561.393.7737
Services: Financial Audit, Single Audit, & Pension Audits
Term: September 30, 2009 to Current
Engagement Partner: Moises Ariza

Town of Palm Beach

360 S. County Road, Palm Beach, FL 33480
Bob Miracle, Deputy Town Manager and Finance
rmiracle@townofpalmbeach.com | 561.838.5410
Services: Financial Audit, Single Audit, & AUP
Term: September 30, 2020 to Current
Engagement Partner: Moises Ariza

City of West Palm Beach

401 Clematis St, West Palm Beach, FL 33401
Bridget Souffrant, Chief Financial Officer
bsouffrant@wpb.org| 561.822.1310
Services: Financial Audit, Single Audit, & CRA Audits
Term: September 30, 2023 to Current
Engagement Partner: Moises Ariza

Tab H: Specific Audit Approach

Project Approach & Philosophy

Through the audit, we strive to understand your vision, entity operations, financial performance, accounting systems, and internal controls. While this process ultimately leads to an audit opinion on your financial statements, our goal is to provide value beyond this assurance.

We Aim for a **Partnership** that Exceeds the Audit				
Enhanced Internal Controls & Efficiencies	**Stronger Financial Operations**	**Valuable Operating Solutions & Ideas**	**Best Practice Benchmarks**	**A Resource that is Always Available to You**

Our professionals will complement the City's team with the right blend of technical, practical, and personal insight to help you successfully deliver on all your initiatives.

Audit Methodology

The audit will be conducted in four phases, as shown below. These phases are discussed in more detail on the following pages.

Phase 1: Strategic Planning	**Obtain an Understanding of the City's Operations**	**Evaluate Internal Controls**	**Information Technology Review**	**Develop Audit Plan and Strategies; Risk Assessment**	**Prepare Audit Programs**
Phase 2: Execution of Audit Plan	**Perform Test of Internal Controls (as applicable)**	**Perform Tests of Account Balances**	**Test Compliance with Laws, Rules, Regulators, and Contracts**		
Phase 3: Evaluation of Audit Results	**Documentation Reviewed by Managing Director and Quality Control Department**	**Auditor's Conclusions Documented**	**Preliminary Discussion with Management of Audit Findings (as applicable)**		
Phase 4: Reporting	**Prepare Auditor's Reports**	**Review the Draft Financial Statements**	**Discuss Final Results with Management in Exit Conference**	**Presentation to the City Council**	

Phase I: Strategic Planning

Procedures for Internal Control

A thorough understanding of the City, its agencies, and your operating environment is essential for developing an efficient, cost-effective audit plan. During this phase, the lead engagement managing director and key supervisory personnel will meet with the appropriate personnel to ensure we have an understanding of your operations. You will also have the opportunity to express your expectations regarding the services that we will provide. This effort will be coordinated so that there will be minimal disruption to your staff. During this phase, we will perform the following activities:

- Review the current regulatory and statutory compliance requirements within which the City operates. This will include a review of applicable state regulations; ordinances, contracts, and other agreements; meeting minutes of the City Council as applicable;
- Review major sources of information such as budgets, organization charts, procedures manuals, financial systems and management information systems;
- Determine the most practical and effective way to apply computer-aided audit tools to convert and analyze data and generate reports;
- Performance of fraud inquiries and retrospective review;
- Determination of materiality levels;
- Regarding controls that are relevant to the audit, CBIZ will evaluate the design of the controls and determine whether they have been properly designed and implemented;
- Re-evaluation of City provided major fund determination worksheet;
- Documentation of current year activity expectations and performance of preliminary analytical procedures;
- Review internal control systems, including determining an audit risk assessment;
- Consider the methods used to process accounting information that influence the design of the internal control system. This includes understanding the design of relevant policies, procedures, and records and whether they have been placed in operation;
- Design audit programs to ensure that they incorporate financial statement assertions, specific audit objectives and appropriate audit procedures to achieve the specified objectives;
- Identify and resolve accounting, auditing and reporting matters; and
- Prepare detailed audit plans, including a list of schedules to be prepared by the City personnel

Risk-Based Audit Technologies

CBIZ employs a risk-based approach early in the audit process. This approach considers how the overall risk identified in the general risk analysis affects specific account balances. We consider, in part:

- Relative significance of the account to the financial statements as a whole;
- Volume of transactions;
- Susceptibility of the account to fraud;
- Accounts that have traditionally required significant adjustments; and
- Account with complex calculations, judgement, and accounting issues that have a high assessed level of inherent risk.

Based on these considerations, we assess the inherent risk and control risk to determine the overall audit risk. Once this assessment is completed, the audit procedures to be used are determined. By redirecting our efforts through a risk-based approach, audits are significantly enhanced, which provide greater value to our clients.

We will use several approaches to conduct the audit engagement. These approaches include traditional audit techniques and strategies, and an evaluation of the systems utilized by the City.

Time Spent By Phase of Audit		
25%	**40%**	**35%**
Substantiation of Account Balances	**Risk Assessment & Understanding Controls**	**Financial Statement & Analytical Reviews**

Specific Fraud Investigative Techniques

Professional Auditing Standards imposes on auditors the additional responsibility to "plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements due to fraud." By redirecting our efforts through a risk-based approach and additional fraud inquiry techniques, audits are significantly enhanced.

Enterprise Funds Including Utilities

CBIZ has a specialization in auditing business-type activities including:

- Water
- Sewer
- Stormwater
- Solid Waste
- Toll Bridges
- Electric
- Parking
- Gas
- Golf Courses
- Marinas

Suggested basic procedures for enterprise funds, subject to change based on the auditor's risk assessment:

- Compare the balance in receivables with the balance for prior years or other expectations.
- Compute the ratio of the receivables balance to related revenue for the current period and compare with the ratios for prior years or other expectations.
- Compute the number of days revenue in accounts receivable (net accounts receivable divided by average net revenue per day) and compare to the ratio for prior years or other expectations.
- Select a sample of customer billing statements and perform the following procedures:
    - Compare rates used to the authorized rate schedule, and consider the reasonableness of usage.

- For usage that appears unreasonable or unusual (significantly higher or lower than expected) compare usage to usage records (for example, the meter book).
- Recompute the billing.

- Compare the balance in receivables with the balance for prior years or other expectations.
- Select a sample of customers from usage records (for example, meter books) and trace to billing statements.
- Trace selected months' cash collections to deposit slips and bank statements.
- Obtain and review an analysis of the allowance account.
- Consider the reasonableness of write-offs and recoveries.

Single Audits

We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work in the past three years and, in fact, have had many positive comments about the excellent quality of our audit files.

With this experience, we are able to provide a robust amount of knowledge as it relates to the City and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

- Identify the City's major programs to be tested and reported on for compliance.
- Identify the compliance requirements applicable to each major program.
- Determine which of the compliance requirements identified could have a direct and material effect on each major program.
- Consider relevant portions of the City's internal control over compliance for each direct and material compliance requirement for each major program.
- Obtain sufficient appropriate audit evidence, which involves testing internal control over compliance and compliance with direct and material compliance requirements for each major program.
- Consider indications of fraud.
- Consider indications of abuse.
- Consider subsequent events.
- Form an opinion about whether the City complied with the direct and material compliance requirements.
- Perform follow-up procedures on previously identified findings.

Phase II: Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matters that may impact the completion of our audit work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to.

- Apply analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.

- Perform substantive account balance and transaction tests. Samples will be drawn from major transaction systems, including cash disbursements, cash receipts, accounts payable, and payroll. The size of the samples will be determined after the review of the internal control system.

Proposed Segmentation & Level of Staff

Phase	Audit Managing Director & Quality Control Director	Manager & IT Risk Audit Managing Director	Audit Supervisor In-Charge	Staff	**Total**
Phase 1: Strategic Planning	25	30	40	45	**140**
Phase 2: Execution of Audit Plan	20	25	75	120	**240**
Phase 3: Evaluation of Audit Results	20	45	55	55	**175**
Phase 4: Reporting	25	30	40	-	**95**
Total Hours	**90**	**130**	**210**	**220**	**650**

Note: The Uniform Guidance states that the auditor must use a risk-based approach to determine which federal programs are major programs. This determination will affect the scope of the Uniform Guidance compliance audit and the compliance requirements to be tested. The schedule of expenditures of federal awards, prepared by the City, is the basis of the auditor's identification of type A and type B programs and documentation of our risk-based approach. Upon determination, audit hours for testing a major program significantly range due to program size, program compliance requirements, weaknesses in internal control over federal programs, if any, prior audit findings, program longevity, program clusters, program subrecipients, etc. **As such, related Single Audit hours will vary on an annual basis**.

Sample Size & Extent of Statistical Sampling

There are three types of tests that involve audit sampling (statistical and non-statistical sampling) which CBIZ will use:

- **Account Balance Tests**. Substantive tests of account balances are performed on year-end balances. Certain accounts justify a 100 percent examination, such as confirming an investment and bank balance, which does not involve sampling at all.
- **Transaction and Control Tests**. Substantive transaction and control tests are often combined to use one sample to achieve more than one audit objective. We often test the controls to verify that the transactions were properly authorized in accordance with the City's procedures.
- **Compliance Tests**. Compliance tests with laws and regulations are included with the tests of transactions and controls.

Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement.

The audit team will report on a weekly basis to management the status of any potential adjustments so that management may have adequate time to investigate, gather information and respond, if necessary.

We use a risk-based assessment of the opportunities for a material financial statement error or irregularity to occur and remain undetected.

Information Technology Audit Techniques

In accordance with Professional Auditing Standards, we are required to gain an understanding of the procedures, both automated and manual, by which transactions are initiated, recorded, processed and reported, from their occurrence to their inclusion in the financial statements. During the planning stage of our audit, we evaluate the effect information technology (IT) will have in performing our audit procedures. This evaluation includes obtaining an understanding (generally through observations and inquiries of IT personnel) of internal controls and identifying those controls that are automated.

Our approach includes review of IT general controls as follows:

- Security—Physical and Access Controls
- Change Management for Systems and Configurations
- Application/System Development and Customization
- IT Risk Management
- Data Backup and Recovery/Business Continuity Plans
- Electronic Banking Wire and ACH Security
- Segregation of Duties within Systems and IT function

When key internal controls are automated, we use our IT specialist to perform a detailed review of those automated controls. The assigned IT Risk Audit Managing Director, Joe Layne, will then communicate to the audit engagement team as to whether such controls are working as prescribed by management. With this information, the audit engagement team determines the extent of their audit procedures.

In certain situations where there is significant accounting data processed electronically, we use several state-of-the-art software programs (IDEA and Teammate Analysis) to extract and summarize computerized financial data files. These programs provides an efficient way for us to extract and test computerized accounting information, enabling us to audit through the computer, rather than around the computer. Some of the uses of this program are:

- Retrieving aged receivables information
- Extracting credit balances in accounts receivable reports
- Extracting pre-determined sample items from reports for testing
- Merging files for the purposes of extracting information that meets predetermined criteria
- Sorting information and footing report
- Searching for anomalies
- Searching for related party transactions
- Searching disbursements for selected vendors
- Journal Entries Testing

Secure Data Request & Collection Procedure (Use of EDP Software)

An "Auditor Request List" will be prepared and delivered to you prior to, or shortly after, the close of the Planning meeting. The requested schedules, report, agreements, etc. requested in the "Auditor Request List" are collected by CBIZ via a secure workflow tool. Our information technology department has established a secure workflow data management tool ("INFLO") on our network for each of our clients.

We use the INFLO site as a virtual common workspace that is keyed to our data request lists and electronic audit system. We have been using the software for the past five years with much success. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our client service team directly into our electronic work programs. This web-based tool minimizes the use of e-mails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients both time and money.

In addition, INFLO provides real-time audit update information which is available at any time to the City, such as the current progress of the audit and the status of the audit requests specifically tailored to the engagement. All this information is available through the INFLO dashboard.

Analytical Procedures

Tasks to be performed in Phase II of CBIZ's Audit Process include applying analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.

Analytical procedures will be performed at both the government-wide and fund level financial statement and will include the following, where applicable:

- Comparison of original budget (revenue sources and appropriations) to actual amounts.
- Comparison of major revenue, expenses, and expenditure amounts to:
    - Preliminary expectations based on budgets and forecasts.
    - Prior year's amounts
- Consideration, to the extent applicable, of the certain key financial relationships in relation to preliminary expectations to determine if there are unusual or unexpected balances or unexpected relationships.
- Analytical procedures will be used in substantive testing for certain revenue and expenditure activities, when deemed efficient.

Laws, Regulations, & Compliance Tests

Compliance tests with laws and regulations are included with the tests of transactions and controls. Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement. Testing will be generated to ensure compliance with rules, laws, and regulations; not limited to Rules of the Auditor General, Florida Statutes, Federal OMB Uniform Guidance Guidelines and the Florida Single Audit Act

Communication & Planning



Our firm believes that open and honest communication is a hallmark of strong client service, and without open and honest dialogue, the auditor/client relationship cannot properly function. During the planning phase of the audit, CBIZ will schedule a "Planning Kick-Off Meeting" with your organization's management.

This meeting allows our team to meet in person with management and revisit audit time frames and due dates, as well as determine the level of assistance we need from your staff and management team.

Phase III: Evaluation of Audit Results

This phase includes a review of all audit documentation by the managing directors to ensure that testing and documentation support the conclusions reached. This phase also includes preliminary discussions with management of the audit findings.

CBIZ will accumulate misstatements identified during the audit, other than those that are clearly trivial and will determine whether the audit plan and strategy per audit area needs to be revised.

Phase IV: Reporting

In this phase of the audit, the engagement team will complete the tasks related to the closing of year-end balances and financial reporting. This will include final testing in areas including compliance, balance sheet accounts, revenues and expenditures. Upon receipt of the draft Annual Comprehensive Financial Report (ACFR), we will turn around the draft with our comments within seven to ten days. Final reports will be issued by the agreed upon date. The audit managing director and/or audit director will be available to present the audit report in person.

Exit Conference

Upon completion of audit work, CBIZ will hold a closing or exit conference with senior members of the City's finance department. The exit conference assists CBIZ in obtaining the views of responsible officials concerning the findings, conclusions, and recommendations, as well as planned corrective action, as required by *Government Auditing Standards* and OMB Uniform Guidance

This conference also provides the City with an advance opportunity to discuss whether planned corrective actions adequately address the auditor's recommendations and to initiate corrective action without waiting for a final audit report. CBIZ will also consider having preliminary exit meetings with directors, department heads, and other operating personnel who have direct responsibility for financial management systems and/or the administration of federal awards.

Management Letter

CBIZ will prepare a management letter for the City to identify systemic deficiencies observed. The letter also may offer recommendations for changes in accounting and other procedures in order to improve operations of the City. As each potential management letter point is identified in the audit process, the engagement team will document the condition, our recommendation, and the benefits of the recommended action. All potential comments will be reviewed with key staff members before issuance.

CBIZ's policy is to prepare this report as a vehicle for suggesting improvements to enhance efficiency, management effectiveness, and the degree of internal control. Findings (material weaknesses and significant deficiencies and material instances of noncompliance) are required to be reported in writing and will be included in the schedule of findings and questions costs.

Management Letter Adds Value **Beyond** the Financial Audit		
• **Internal Controls Suggestions** • **Operational Suggestions**	• **Cost vs. Benefit Evaluations** • **Identify Areas for Efficiencies**	• **Workable Solutions** • **Collaborative Process**

Our Commitment

We will act as a valued advisor to recommend meaningful operation solutions, leverage our Firm resources to your benefit, and make ourselves readily available to the City.

What You Can Expect			
• Understanding Your Organization • Risk Assessment • Testing Internal Controls as Applicable	• Operational & Technology Efficiencies • Best Practices	• Tax Compliance • Implementation of New Accounting Standards	• Year-round Communications with Management • Communications with Your Governance

Project Timeline

CBIZ is committed to completing the audit procedure within the below timeframe or within any other reasonable schedule requested by the City. CBIZ is available to commence the audit as soon as notification of award has been issued. Each of the following will be completed as stipulated by the RFP:

Task	Annual Timing
Detailed Audit Plan	**December / January**
Complete Interim Work	**End of January**
Commence Final Fieldwork	**End of January**
Completion of all Fieldwork and Reviews	**First week of March**
Comments on Financial Statement Drafts	**Mid-March**
Issue all Reports	**End of March**

Tab I: Identification of Anticipated Potential Audit Problems

CBIZ does not anticipate any issues meeting the City's desired audit timeline or RFP requirements. The combination of our resources, level of managing director involvement, and experienced team members provides an excellent service team of professionals capable of servicing your needs. **Having a complete government service team of 46 locally based individuals and more than 4,100 associates nationwide allows us to meet or exceed client deadlines.**

Note: The Sample Contract included in the RFP omits certain required language set forth by U.S. Generally Accepted Auditing Standards (GAAS), *Governmental Auditing Standards*, the Federal Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550 of the Florida Auditor General. Such verbiage is standard and required for all government audit contracts and can be provided upon award to be included as an exhibit to the Sample Contract.

Appendix A: Licenses

CPAVerify Individual Report Results

NAME: **MOISES DAVID ARIZA**
STATE OF LICENSE: **FL**
LAST UPDATED: **2024-02-28**

	Business	Mail
Address:	ARIZA, MOISES DAVID FL, US	FL, US

License/Permit/Certificate Number:	AC45440
Registration Number:	
License/Permit/Certificate Status:	CURRENT, ACTIVE
License/Certificate Status Details:	Holds a valid license to practice public accounting.
License Type:	CERTIFIED PUBLIC ACCOUNTANT
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.
Basis for License:	EXAM
Basis for License Details:	Initial license applications are only available for applicants that have passed all sections of the Uniform CPA Examination in Florida.
Issue Date:	2012-12-21
Expiration Date:	2025-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAverify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAverify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **BEILA SHERMAN**
STATE OF LICENSE: **FL**
LAST UPDATED: **2023-06-06**

	Business	Mail
Address:	SHERMAN, BEILA FL, US	FL, US

License/Permit/Certificate Number:	AC0032647
Registration Number:	
License/Permit/Certificate Status:	CURRENT, ACTIVE
License/Certificate Status Details:	Holds a valid license to practice public accounting.
License Type:	CERTIFIED PUBLIC ACCOUNTANT
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.
Basis for License:	
Issue Date:	1999-12-07
Expiration Date:	2024-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAverify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAverify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **SCOTT T MONTGOMERY**
STATE OF LICENSE: **FL**
LAST UPDATED: **2024-02-28**

	Business	Mail
Address:	MONTGOMERY, SCOTT T BOYNTON BEACH, FL, US	BOYNTON BEACH, FL,
License/Permit/Certificate Number:	AC0019857	
Registration Number:		
License/Permit/Certificate Status:	CURRENT, ACTIVE	
License/Certificate Status Details:	Holds a valid license to practice public accounting.	
License Type:	CERTIFIED PUBLIC ACCOUNTANT	
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
Basis for License:		
Issue Date:	1988-06-22	
Expiration Date:	2025-12-31	
Enforcement, Non-Compliance or Disciplinary Actions:	Contact State Board For Details	
Other Information:	None	

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

NAME: **SCOTT THOMAS MONTGOMERY**
STATE OF LICENSE: **TX**
LAST UPDATED: **2024-02-28**

	Business	Mail
Address:		BOYNTON BEACH, FL, USA
License/Permit/Certificate Number:	047251	
Registration Number:		
License/Permit/Certificate Status:	ISSUED	
License/Certificate Status Details:	License is current.	
License Type:	CPA	
License Type Details:	A person who holds a license to practice public accounting pursuant to the Public Accountancy Act. A person may represent themselves to the public as an accountant or auditor or any combination of those terms or assert an expertise in accounting or auditing only if they are licensed by this agency and practice under a licensed CPA firm.	
Basis for License:	EXAM	
Basis for License Details:	Initial License. Applicants who have passed the Uniform CPA Examination and are not licensed to practice public accounting in any jurisdiction, may apply for an Initial License in Texas.	
Issue Date:	1988-03-09	
Expiration Date:	2024-07-31	
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board	
Other Information:	None	

Contact the Board for official verification of information.

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.)

CBIZ CPAs P.C.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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.

700 W 47th Street, Suite 1100

6 City, state, and ZIP code

Kansas City, MO 64112

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	3	–	1	9	4	7	6	9	5

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** Chris Mussett **Date** 8/23/24

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:07:35 AM 11/6/2024

Licensee Information

Name:	**CBIZ CPAS P.C.** **(Primary Name)**
Main Address:	**700 WEST 47TH STREET SUITE 1100 KANSAS CITY Missouri 64112**
County:	**OUT OF STATE**
License Mailing:	**700 WEST 47TH STREET, SUITE 1100 KANSAS CITY MO 64112**
County:	**OUT OF STATE**

License Information

License Type:	**FIRM**
Rank:	**CPA Firms**
License Number:	**AD63267**
Status:	**Current**
Licensure Date:	**02/20/2003**
Expires:	**12/31/2025**

Special Qualifications	Qualification Effective
Corporation	**02/20/2003**

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. **Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

Detail by Entity Name

Foreign Profit Corporation
CBIZ CPAS P.C.

Filing Information

Document Number	F03000000092
FEI/EIN Number	43-1947695
Date Filed	01/08/2003
State	MO
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/13/2024
Event Effective Date	NONE

Principal Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Mailing Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/22/2014

Address Changed: 08/22/2014

Officer/Director Detail

Name & Address

Title Treasurer

MUNSCH, CHRISTOPHER
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title Director

Languirand, Paul
One Citizens Plaza
9th Floor
Providence, RI 02903

Title Secretary

Mann, William D, Jr.
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title DIRECTOR

BURTON, DANA
140 Fountain Parway North
Suite 410
St Petersburg, FL 33716

Title Director

Schlisselfeld, Abe
685 Third Ave
New York, NY 10017

Title Director

Hakes, Tony
4722 N. 24th Street
Suite 300
Phoenix, AZ 85016

Title Director

Gluck, Jeffrey
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Seff, Dan
4600 South Ulster Street
Suite 900
Denver, CO 80237

Title President

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Larsen, Katina
700 West 47th Street
Suite 1100
Kansas City, MO 64112

Title Director

Lilly, Jennifer
11100 Northeast 8th Street
Suite 400
Bellevue, WA 98004

Title Director

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	04/24/2023
2024	04/21/2024

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07/18/2005 -- ANNUAL REPORT	View image in PDF format
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01/08/2003 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations



$0.00
CHECK OUT

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Business Account Information

LBTR Num: 201005172

Business Name: MAYER HOFFMAN MCCANN PC

Status: Active

Last updated: 11/07/2024 08:56:57 PM

Business Detail

Business Name: MAYER HOFFMAN MCCANN PC

Trade Name: MAYER HOFFMAN MCCANN PC

License Number: 201005172

License Status: Active

Tax Year: 2025

Business Type: 54-1211

Business Type Description: ACCOUNTANCY FIRM

Number of Units: 92

Account Number: 307085

Certificate Issued: 08/09/2024

NAICS: 54

Certificate Number:

Payment History

Bill Year	Bill Number	Paid By	Last Paid	Receipt Number	Amount Paid
2025	B40124699	Obnika Castin	8/5/24	B24.645970	$236.25

Note: **Please note that the above LBTR is addressed to Mayer Hoffman McCann P.C. (“MHM”). Effective August 21, 2024, MHM changed its name to CBIZ CPAs P.C.**

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
525 OKEECHOBEE BLVD Ste 525
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ACCOUNTANCY FIRM	MARCUM LLP	AD63249	B24.670331 08/28/2024	$99.00	B40136941

This document is valid only when receipted by the Tax Collector's Office.

MARCUM LLP
MARCUM LLP
525 OKEECHOBEE BLVD STE 750
WEST PALM BEACH FL 33401

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201358409
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2024 to 2025 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL 33402

0000007084
MARCUM LLP
525 OKEECHOBEE BLVD # 750

ACCOUNTING OFFICE/ALL PROF
TO BE LICENSED
INDIVIDUALLY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
25478	541211	OFFICE OF CERTIFIED PUBLIC ACCOUNTANT	86.81

EXPIRES SEPTEMBER 30, 2025

THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED

TOTAL➡ 86.81

** PAID 86.81 ** BAL ** 0.00

Appendix B: Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2024

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 Aon Risk Services Central, Inc. 200 East Randolph Street, 12th Floor Chicago, IL 60601	**CONTACT NAME:** Kyle Daker **PHONE (A/C, No, Ext):** 1 312.785.5658 **FAX (A/C, No):** **E-MAIL ADDRESS:** kyle.daker@aon.com
INSURED CBIZ CPAs P.C. 5 Bryant Park 1065 Avenue of the Americas New York City, NY 10018	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Aspen Specialty Insurance Company / 10707 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Indemnity Insurance			LR003YH24	01-Nov-24	01-Nov-25	US $5,000,000 any one claim and in the aggregate.	

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

CERTIFICATE HOLDER

Parties at Interest

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.

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Client#: 2372 CBIZINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura Weeks
CBIZ Insurance Services, Inc. 700 West 47th Street, Suite 1100 Kansas City, MO 64112 816 945-5500	PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: lweeks@cbiz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Arch Insurance Company	11150
INSURER D : American Casualty Company of Reading	20427
INSURER E :	
INSURER F :	

INSURED
CBIZ, Inc. and Subsidiaries
CBIZ Valuation Group, LLC
5959 Rockside Woods Blvd North, Ste 600
Independence, OH 44131

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7034653540	09/30/2024	09/30/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6081633833	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7034502049	09/30/2024	09/30/2025	EACH OCCURRENCE	$25,000,000
C	X EXCESS LIAB X CLAIMS-MADE			UXP300013902	09/30/2024	09/30/2025	AGGREGATE	$25,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC672461232	09/30/2024	09/30/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		6072461246CA	09/30/2024	09/30/2025	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

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

Mark A. Stelte

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Client#: 2372 CBIZINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura Weeks	
CBIZ Insurance Services, Inc. 700 West 47th Street, Suite 1100 Kansas City, MO 64112 816 945-5500	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: lweeks@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois Union Insurance Co.	27960
INSURED CBIZ, Inc. and Subsidiaries 5959 Rockside Woods Blvd North Independence, OH 44131	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Technology/Cyber			F14973205006	06/01/2024	06/01/2025	$1,000,000 Each Claim & Aggregate	

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

CERTIFICATE HOLDER

For Informational Purposes Only

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

Mark A. Stelte

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Appendix C: Peer Review Report

Report on the Firm's System of Quality Control

September 22, 2023
To the Shareholders of Mayer Hoffman McCann P.C.
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Mayer Hoffman McCann P.C. (the firm) in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control applicable to engagements not subject to PCAOB permanent inspection for the accounting and auditing practice of Mayer Hoffman McCann P.C. in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies),* or *fail*. Mayer Hoffman McCann P.C. has received a peer review rating of *pass*.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

BROWNEDWARDS
certified public accountants

Report on the Firm's System of Quality Control

To the Partners of
Marcum LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Marcum, LLP (the "firm"), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA; and examinations of service organizations (SOC 1 and 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Marcum, LLP, applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies), or fail*. Marcum, LLP has received a peer review rating of *pass*.

Brown, Edwards & Company, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
January 30, 2024

Appendix D: References

WEST PALM BEACH

Business. Life. Balanced.℠

May 9, 2024

To Whom It May Concern:

This was our first year utilizing the services of Marcum LLP and we are extremely pleased and satisfied with the services that they have provided to our City during the transition to a new auditor. The audit team was very knowledgeable, professional, and very responsive to the City's needs. The audit was conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards* and the *Uniform Guidance*.

Marcum is not only our auditor, but we rely on their expertise throughout the year on an as needed basis. They are always available and willing to answer our request and phone calls. We found them to be very professional and responsive. They were immensely helpful in implementing GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, which resulted in a smooth implementation process. In addition, the City was subject to a Federal Single Audit that was performed in accordance with OMB Uniform Guidance.

The firm's services have always been performed to the highest degree of professionalism. Their team was courteous and always very responsive in respect to technical questions and offering suggestions to improve systems, operations and financial processes in our organization to help the City meet our filing deadline for the Annual Comprehensive Financial Report (ACFR).

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Karen Malcom
Controller

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33402
561.822.1310

Village of Palm Springs

Department of Finance

226 Cypress Lane, Palm Springs, Fl. 33461-1699

Rmorse@vpsfl.org

(561) 584-8200 ext. 8441

May 15, 2023

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for the audit services provided by Marcum LLP. We have been utilizing the services of Marcum LLP for the past two years; and we are extremely pleased and satisfied with the services that they have provided to our organization. The Marcum staff performed all the services with the highest degree of professionalism and excellence. The audit team is always courteous, professional, and very responsive in respect to the audit, and in respect to any technical questions we may bring to their attention. All audits were conducted in a timely manner, encompassing all the requirements of *Government Auditing Standards* and Florida Statutes.

In addition, the Village has been subject to a Federal Single Audit and required to issue CRA stand-alone financial statements in accordance with Florida Statutes. We are pleased with Marcum LLP and highly recommend the firm to any government organization requiring audit services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Sincerely,

Rebecca Morse, CGFO
Chief Financial Officer
Village of Palm Springs

Housing Finance Authority of Palm Beach County

100 Australian Avenue, Suite 410
West Palm Beach, FL 33406
(561) 233-3656
www.pbchfa.org

Chairperson
Robin B. Henderson

Vice Chair
Tracy L. Caruso

Secretary
Chrichet B. Mixon

Clark D. Bennett
Laurie S. Dubow
Gary P. Eliopoulos
Bobby "Tony" Smith

Executive Director
David M. Brandt
dbrandt@pbcgov.org
(561) 233-3652

Administrative Assistant
Jennifer M. Hamilton
jhamilto@pbcgov.org
(561) 233-3656

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

June 17, 2024

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for the services provided by Marcum LLP.

This was the third year our entity engaged Marcum LLP as its auditor and we are extremely pleased and satisfied with the services that they have provided to our organization. We have found them to be very professional and responsive. They are very prepared for the audit with highly qualified staff who worked closely with us to ensure a smooth process. Our team was led by Moises Ariza and Nicholas Martin.

The firm's services have always been performed with a high degree of professionalism. Their staff has always been very courteous, always willing to provide any required information and offering suggestions to improve the financial processes in our organization. The firm has always been a dependable resource in providing timely information and direction. The firm is always available to us throughout the year, not only during the audit.

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

David Brandt
Executive Director

May 9, 2024

To Whom It May Concern:

It is my great pleasure that I provide this letter of recommendation for the services provided by Marcum LLP.

For over fifteen years, we have contracted with Marcum LLP for audit and management consulting services, a testament to the quality and reliability of their services. Our Board of Supervisors, impressed by their consistent professionalism and responsiveness, chose to extend this partnership for another five years during our most recent Request for Proposals process. From the partner to the staff accountant, the audit team has always been courteous, professional, and responsive, conducting our audits promptly, orderly, and systematically, in line with the requirements of *Government Auditing Standards* and the *Governmental Accounting Standards Board (GASB).*

What sets Marcum LLP apart is not just their professionalism but also their proactive approach. Their staff, always courteous, is not just willing to provide any required information but also offers valuable suggestions to enhance our systems, methods of operation, and financial processes. Their availability throughout the year, not just during the audit, is a testament to their commitment. We have never hesitated to seek their advice and assistance throughout the year. They are experts in their field, and the continuing education they offer each year, which covers the latest industry trends and regulatory changes, is valuable and showcases the depth of their knowledge.

Marcum is always prepared for the audit with highly qualified staff who worked closely with us from planning the audit to financial statement issuance. The team is thorough and follow-through with any questions or requests. The online platform for data collaboration is easy to use and helpful to meet deadlines.

Given our long and successful partnership, we wholeheartedly recommend Marcum LLP to any organization in need of auditing and related consulting services. Their professionalism, expertise, and commitment to client success are unparalleled.

Please do not hesitate to contact me with any questions regarding this letter of recommendation.

Respectfully,

Katie Roundtree, CPA, CPFO

Katie Roundtree, CPA, CPFO

359 Hiatt Drive • Palm Beach Gardens, FL 33418 • (561) 624-7830 Phone • (561) 624-7839 Fax • email: office@npbcid.org
www.npbcid.org

FINANCE DEPARTMENT

May 12, 2023

To Whom It May Concern:

The Town of Jupiter was incorporated in 1925 as a political subdivision of the State of Florida. Located on the Atlantic Ocean in northern Palm Beach County, Jupiter is a vibrant coastal community of more than 60,000 year-round residents.

We recently completed the September 30, 2022 audit with Marcum LLP. This was the second year Marcum has been engaged by the Town of Jupiter, Florida. Such services included performing the annual financial audit of the Town, the stand-alone CRA audit and a Federal Single Audit. Aside from the audit, Marcum assisted the Town with the preparation and completion of the annual comprehensive financial report. As part of their assistance, they guided the Town through the implementation of new Governmental Accounting Standards Board (GASB) Statements as applicable. We found the audit team to be courteous, professional, and very responsive to our needs. We consider their audit approach to be efficient and non-disruptive with respect to our time and resources.

In addition, Marcum has been available to the elected body and the Town's audit committee for any question or inquiries.

We recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

If you have any questions or comments regarding this letter of recommendation, please feel free to contact me.

Respectfully,

Scott Reynolds
Finance Director
210 Military Trail, Jupiter, Florida 33458
561-741-2327
scottr@jupiter.fl.us

Council
Michael J. Napoleone, Mayor
John T. McGovern, Vice Mayor
Tanya Siskind, Councilwoman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

April 12, 2024

To Whom It May Concern:

The Village of Wellington (the "Village") was incorporated in 1995 and is located in Palm Beach County. Wellington operates under the Council-Manager form of government and provides a wide range of community services including general government; planning, zoning and building; public safety (police protection); public works (construction and maintenance of roads, rights of way, and other infrastructure; street lighting; and storm water drainage); culture and recreation (parks maintenance, recreational activities, cultural events, and related facilities); water and sewer utilities; and solid waste collection and recycling.

I am providing this letter to recommend the services of Marcum LLP for their exceptional performance during our recent audit engagement. From the commencement of the audit process, the audit team was always courteous, professional, and very responsive in respects to the audit, and also in respect to any technical questions we may bring to their attention. Their approach was collaborative and proactive, ensuring that our team was engaged and well-informed throughout each phase of the audit.

Marcum LLP has recently concluded their first year of audit services for the Village. In consideration of the change of auditors, the transition with Marcum LLP was a smooth transition for the Village; as the audit stayed on schedule, communication was clear, and was completed on in a timely manner.

Their dedication to client service and adherence to the highest standards of audit integrity is commendable.

Please feel free to contact me if you require further information of their services.

Sincerely,

Ana Acevedo, CPA
Director of Administrative and Financial Services
Village of Wellington, Florida
Phone: (561) 753-2594
aacevedo@wellingtonfl.gov

FORT MYERS
FINANCIAL SERVICES | #city of palms

August 30, 2024

To Whom It May Concern:

I am pleased to recommend the services of Marcum LLP based on our recent audit engagement. From the commencement of the audit process, the audit team was always courteous, professional, and very responsive in respects to the audit, and also in respect to any technical questions we may bring to their attention. Their approach was collaborative and proactive, ensuring that our team was engaged and well-informed throughout each phase of the audit.

This was the first audit of the City performed by Marcum LLP. The transition was easy, as a result of open and frequent communications and strong government experience of the audit team. Further, the audit team was always respectful of the City's time and resources.

Marcum's dedication to providing a high level of service and adherence to the highest standards of audit integrity is commendable.

Please feel free to contact me if you require further information of their services.

Sincerely,

Christine Tenney, CGFO
Director of Financial Services
The City of Fort Myers, Florida
Phone: (239)321-7186
ctenney@cityftmyers.com

TOWN OF PALM BEACH

Finance Department

July 17, 2024

To Whom It May Concern:

This is our 4th year utilizing the services of Marcum LLP and we are extremely pleased and satisfied with the services that they have provided to our Town. The audit team is very knowledgeable, professional, and very responsive to the Town's needs. The audit was conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards* and the *Uniform Guidance*.

Marcum is not only our auditor, but we rely on their expertise throughout the year on an as needed basis. They are always available and willing to answer our request and phone calls.

Marcum LLP reviews and provides recommendations for our annual comprehensive financial report which has also assisted the Town in receiving the Certificate of Achievement for Excellence in Financial Reporting for the past four years from the GFOA. In addition, our Town has been subject to Federal Single Audits in recent years that are performed in accordance with *Uniform Guidance*.

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Bob Miracle
Deputy Town Manager, Finance and Administration

Post Office Box 2029 • 360 South County Road • Palm Beach, Florida 33480
Telephone (561) 838-5444 • Facsimile (561) 835-4632
E-mail: finance@townofpalmbeach.com • Website: www.townofpalmbeach.com
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CITY OF DELRAY BEACH

FINANCE DEPARTMENT

100 N.W. 1ST AVENUE • DELRAY BEACH • FLORIDA 33444 • (561) 243-7121

Delray Beach Florida
All-America City
1993 · 2001 · 2017

August 2, 2023

To Whom It May Concern:

It is our utmost honor to provide this letter of recommendation on behalf of Marcum, LLP who has been providing auditing services for the City of Delray Beach, Florida for the past two years. The City of Delray Beach was incorporated in 1927 as a political subdivision of the State of Florida. Located on the Atlantic Ocean in southern Palm Beach County, Delray Beach is an award-winning City that offers fabulous beaches, a vibrant downtown nightlife and an abundance of cultural activities.

We have found the Marcum engagement team to be very professional and responsive. They were immensely helpful in implementing GASB Statement No. 87, *Leases*, which resulted in a smooth implementation process. In addition, the City was subject to a Federal Single Audit that was performed in accordance with Office of Management & Budget's (OMB) Uniform Guidance.

The firm's services have always been performed to the highest degree of professionalism. Their team was courteous and always very responsive in respect to technical questions and offering suggestions to improve systems, operations and financial processes in our organization to help the City meet our filing deadline for the Annual Comprehensive Financial Report (ACFR).

We highly recommend Marcum, LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Sincerely,

Hugh B. Dunkley, CPA, CGFO
Chief Financial Officer

Appendix A: Licenses

CPAVerify Individual Report Results

NAME: **MOISES DAVID ARIZA**
STATE OF LICENSE: **FL**
LAST UPDATED: **2024-02-28**

	Business	Mail
Address:	ARIZA, MOISES DAVID FL, US	FL, US

License/Permit/Certificate Number:	AC45440
Registration Number:	
License/Permit/Certificate Status:	CURRENT, ACTIVE
License/Certificate Status Details:	Holds a valid license to practice public accounting.
License Type:	CERTIFIED PUBLIC ACCOUNTANT
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.
Basis for License:	EXAM
Basis for License Details:	Initial license applications are only available for applicants that have passed all sections of the Uniform CPA Examination in Florida.
Issue Date:	2012-12-21
Expiration Date:	2025-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAverify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAverify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **BEILA SHERMAN**
STATE OF LICENSE: **FL**
LAST UPDATED: **2023-06-06**

	Business	Mail
Address:	SHERMAN, BEILA FL, US	FL, US

License/Permit/Certificate Number:	AC0032647
Registration Number:	
License/Permit/Certificate Status:	CURRENT, ACTIVE
License/Certificate Status Details:	Holds a valid license to practice public accounting.
License Type:	CERTIFIED PUBLIC ACCOUNTANT
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.
Basis for License:	
Issue Date:	1999-12-07
Expiration Date:	2024-12-31
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board
Other Information:	None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAverify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAverify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **SCOTT T MONTGOMERY**
STATE OF LICENSE: **FL**
LAST UPDATED: **2024-02-28**

	Business	Mail
Address:	MONTGOMERY, SCOTT T BOYNTON BEACH, FL, US	BOYNTON BEACH, FL,
License/Permit/Certificate Number:	AC0019857	
Registration Number:		
License/Permit/Certificate Status:	CURRENT, ACTIVE	
License/Certificate Status Details:	Holds a valid license to practice public accounting.	
License Type:	CERTIFIED PUBLIC ACCOUNTANT	
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
Basis for License:		
Issue Date:	1988-06-22	
Expiration Date:	2025-12-31	
Enforcement, Non-Compliance or Disciplinary Actions:	Contact State Board For Details	
Other Information:	None	

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: http://www.myfloridalicense.com/DBPR/certified-public-accounting/
Licensee Lookup:
http://www.myfloridalicense.com/DBPR/certified-public-accounting/

NAME: **SCOTT THOMAS MONTGOMERY**
STATE OF LICENSE: **TX**
LAST UPDATED: **2024-02-28**

	Business	Mail
Address:		BOYNTON BEACH, FL, USA
License/Permit/Certificate Number:	047251	
Registration Number:		
License/Permit/Certificate Status:	ISSUED	
License/Certificate Status Details:	License is current.	
License Type:	CPA	
License Type Details:	A person who holds a license to practice public accounting pursuant to the Public Accountancy Act. A person may represent themselves to the public as an accountant or auditor or any combination of those terms or assert an expertise in accounting or auditing only if they are licensed by this agency and practice under a licensed CPA firm.	
Basis for License:	EXAM	
Basis for License Details:	Initial License. Applicants who have passed the Uniform CPA Examination and are not licensed to practice public accounting in any jurisdiction, may apply for an Initial License in Texas.	
Issue Date:	1988-03-09	
Expiration Date:	2024-07-31	
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board	
Other Information:	None	

Contact the Board for official verification of information.

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.)

CBIZ CPAs P.C.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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.

700 W 47th Street, Suite 1100

6 City, state, and ZIP code

Kansas City, MO 64112

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	3	–	1	9	4	7	6	9	5

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** Chris Mussett **Date** 8/23/24

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

ONLINE SERVICES

Apply for a License
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File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:07:35 AM 11/6/2024

Licensee Information

Name:	**CBIZ CPAS P.C.** **(Primary Name)**
Main Address:	**700 WEST 47TH STREET SUITE 1100 KANSAS CITY Missouri 64112**
County:	**OUT OF STATE**
License Mailing:	**700 WEST 47TH STREET, SUITE 1100 KANSAS CITY MO 64112**
County:	**OUT OF STATE**

License Information

License Type:	**FIRM**
Rank:	**CPA Firms**
License Number:	**AD63267**
Status:	**Current**
Licensure Date:	**02/20/2003**
Expires:	**12/31/2025**

Special Qualifications	Qualification Effective
Corporation	**02/20/2003**

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.



Detail by Entity Name

Foreign Profit Corporation
CBIZ CPAS P.C.

Filing Information

Document Number	F03000000092
FEI/EIN Number	43-1947695
Date Filed	01/08/2003
State	MO
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/13/2024
Event Effective Date	NONE

Principal Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Mailing Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/22/2014

Address Changed: 08/22/2014

Officer/Director Detail

Name & Address

Title Treasurer

MUNSCH, CHRISTOPHER
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title Director

Languirand, Paul
One Citizens Plaza
9th Floor
Providence, RI 02903

Title Secretary

Mann, William D, Jr.
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title DIRECTOR

BURTON, DANA
140 Fountain Parway North
Suite 410
St Petersburg, FL 33716

Title Director

Schlisselfeld, Abe
685 Third Ave
New York, NY 10017

Title Director

Hakes, Tony
4722 N. 24th Street
Suite 300
Phoenix, AZ 85016

Title Director

Gluck, Jeffrey
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Seff, Dan
4600 South Ulster Street
Suite 900
Denver, CO 80237

Title President

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Larsen, Katina
700 West 47th Street
Suite 1100
Kansas City, MO 64112

Title Director

Lilly, Jennifer
11100 Northeast 8th Street
Suite 400
Bellevue, WA 98004

Title Director

Gragnani, Andrew
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	04/24/2023
2024	04/21/2024

Document Images

08/13/2024 -- Name Change	View image in PDF format
04/21/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- ANNUAL REPORT	View image in PDF format
02/04/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
08/22/2014 -- Reg. Agent Change	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format

02/24/2013 -- ANNUAL REPORT	View image in PDF format
03/09/2012 -- ANNUAL REPORT	View image in PDF format
03/28/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/09/2008 -- ANNUAL REPORT	View image in PDF format
03/24/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- ANNUAL REPORT	View image in PDF format
03/17/2004 -- ANNUAL REPORT	View image in PDF format
01/08/2003 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations



$0.00
CHECK OUT

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Business Account Information

LBTR Num: 201005172

Business Name: MAYER HOFFMAN MCCANN PC

Status: Active

Last updated: 11/07/2024 08:56:57 PM

Business Detail

Business Name: MAYER HOFFMAN MCCANN PC

Trade Name: MAYER HOFFMAN MCCANN PC

License Number: 201005172

License Status: Active

Tax Year: 2025

Business Type: 54-1211

Business Type Description: ACCOUNTANCY FIRM

Number of Units: 92

Account Number: 307085

Certificate Issued: 08/09/2024

NAICS: 54

Certificate Number:

Payment History

Bill Year	Bill Number	Paid By	Last Paid	Receipt Number	Amount Paid
2025	B40124699	Obnika Castin	8/5/24	B24.645970	$236.25

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
525 OKEECHOBEE BLVD Ste 525
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ACCOUNTANCY FIRM	MARCUM LLP	AD63249	B24.670331 08/28/2024	$99.00	B40136941

This document is valid only when receipted by the Tax Collector's Office.

MARCUM LLP
MARCUM LLP
525 OKEECHOBEE BLVD STE 750
WEST PALM BEACH FL 33401

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201358409
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2024 to 2025 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL 33402

0000007084
MARCUM LLP
525 OKEECHOBEE BLVD # 750

ACCOUNTING OFFICE/ALL PROF
TO BE LICENSED
INDIVIDUALLY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
25478	541211	OFFICE OF CERTIFIED PUBLIC ACCOUNTANT	86.81

EXPIRES SEPTEMBER 30, 2025

THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED

TOTAL➡ 86.81

** PAID 86.81 ** BAL ** 0.00

FIN25-001R - FINANCIAL AUDITING SERVICES (AUDITOR)

Opening Date: October 22, 2024 10:40 AM

Closing Date: November 8, 2024 3:00 PM

Vendor Details

Company Name:	Marcum LLP
Address:	525 Okeechobee Boulevard, Suite 750 West Palm Beach, Florida 33401
Contact:	Moises Ariza
Email:	Moises.Ariza@marcumllp.com
Phone:	561-653-7302 39612
HST#:	11-1986323

Submission Details

Created On:	Tuesday October 29, 2024 15:09:02
Submitted On:	Friday November 08, 2024 10:30:05
Submitted By:	Moises Ariza
Email:	Moises.Ariza@marcumllp.com
Transaction #:	4e43efd8-a622-4adf-b18e-2bd2b884618e
Submitter's IP Address:	170.85.70.198

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.

ANNUAL PRICE FOR AUDIT SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as “all inclusive” to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

***The grand total price will be used to calculate the number of points using the formula described in SECTION IV—EVALUATION OF PROPOSALS.**

Audit Services	Estimated Fee 2024-2025 *	Estimated Fee 2025-2026 *	Estimated Fee 2026-2027 *	Estimated Fee 2027-2028 *	Estimated Fee 2028-2029 *	Grand Total
Financial Statement Audit	$130,000.0000	$132,000.0000	$134,000.0000	$136,000.0000	$138,000.0000	$ 670,000.00
Federal and state single audits	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$ 0.00
					Subtotal:	$ 670,000.00

Schedule of Professional Hourly Fees for Auditing Services

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as “all inclusive” to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

☐ We will not be submitting for Schedule of Professional Hourly Fees for Auditing Services

Line Item	AUDIT STAFF POSITION	Hourly Rates *	Comments
1	Partners	$400.0000	
2	Managers	$300.0000	
3	Supervisory Staff	$200.0000	
4	Staff	$150.0000	
5	Other (specify in comments)	$375.0000	Quality Control Director

Summary Table

Bid Form	Amount
ANNUAL PRICE FOR AUDIT SERVICES	$ 670,000.00
Subtotal Contract Amount:	$ 670,000.00

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			
Please select the appropriate response			
Do you possess a certification qualifying your business as a Minority Owned business?			
Issuing organization name			*
Date of Issuance			*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	CBIZ (formerly know as MARCUM LLP) is pleased to respond to the RFP to provide a firm and irrevocable offer for external independent auditing services for the City of Boynton Beach (referred to as the "City"). As outlined in our proposal, we will provide external independent auditing services to the City for a period of five (5) years beginning with an audit of the financial statements of the City for the fiscal year ending September 30, 2024. CBIZ is independent of the City as defined by generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. This proposal will detail our methodology and how we will work with the City to develop a strong partnership. In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities and 400 employee benefit plans. Some of our key qualities that differentiate us are: An Experienced, Responsive Local Team That Knows You Well: On November 1, 2024, CBIZ completed its acquisition of Marcum LLP ('Marcum"). One of the many advantages of choosing CBIZ as your auditor is that our team has significant knowledge and understanding of the City and its operations. We are aware of the risks and utilize our experience and professional skepticism to develop procedures that provide an enhanced audit experience. While still benefiting from a new "set of eyes" through a new audit supervisor, you will not have to encounter any transition, time, or energy with CBIZ as your auditor. Small-Firm Care and Attention With Large-Firm Resources: Our local firm approach provides hands-on service and timely communication, resulting in the City receiving the best of both worlds. Our Florida offices are located in West Palm Beach, Boca Raton, Fort Lauderdale, Miami, and Tampa. We currently have approximately 350 employees in our Florida offices; however, the resources of all of our offices are available to us. The audit will be performed and staffed from our West Palm Beach office: 525 Okeechobee Blvd., Suite 750, West Palm Beach, FL 33401. Significant Experience in the Public Sector: In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities. We have extensive experience in the Federal and Florida Single Audit Acts including the OMB Uniform Guidance. Experienced Team: For this proposed engagement CBIZ has assembled an audit team, whose skills and experience match the requirements of the City. The proposed client service and audit engagement managing director, Moises D. Ariza, CPA, CGMA, has extensive experience in performing audits of Florida government entities. He will be supported by a quality control director, Beila Sherman, CPA; IT risk audit managing director, Joe Layne, CISA; audit director, Scott Montgomery, CPA; audit supervisor, Jason Relyea; and other audit seniors and staff. All

		decisions that affect the planning, execution, and completion of the proposed audit will be made by Moises D. Ariza. Audit Quality: The issues of audit quality and technical proficiency are important matters for consideration. We ensure that professional standards are exceeded on all of our engagements through a robust quality control system that encompasses a Managing Director and Manager Review Process, Professional Development, Technical Support, Internal Inspections, and the AICPA Peer Review Process. Our technical competencies will be essential over the next several years with the implementation of new significant standards set by the Governmental Accounting Standards Board. This assistance will be provided at no additional cost to the City. Complementary Resources That Add Value Beyond the Audit: We are committed to providing our clients with educational insights and timely updates on matters relevant to their industry through complimentary webinars, newsletters, and other communications. Additionally, annually we offer a full day government CPE seminar featuring both local and national speakers. This seminar is geared towards offering our clients training on key audit and accounting issues at no cost to the City. Proactive Communication & Partnership: Perhaps the quality that best describes CBIZ is our ability to go beyond the routine, to provide an extra dimension in quality, effort and service to our clients. The members of our firm are always accessible and are sensitive to your needs. We will be available to answer questions, discuss audit issues, and provide solutions throughout the year. We believe that this commitment sets CBIZ apart from other firms. Understanding your needs and unique circumstances is paramount in driving the ideas and solutions we bring. In addition to exceeding industry expectations for service, our sincere goal is to earn your respect and trust through our commitment to your success. We believe this proposal formalizes our dialogue to date and look forward to learning more about the City so our team can continuously add value through conscientious engagement. Thank you again for the opportunity to serve as your service provider. As you evaluate this proposal, please contact us to discuss any questions you may have.

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		

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Proposer and Sub-Proposer players. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement. Explain the ability to meet set standards. Provide evidence of a capable and well-organized engagement team and management plan.

Description	Response *

Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	For this proposed engagement CBIZ (formely MARCUM LLP) has assembled an audit team, whose skills and experience match the requirements of the City. The proposed client service and audit engagement managing director, Moises D. Ariza, CPA, CGMA, has extensive experience in performing audits of Florida government entities. He will be supported by a quality control director, Beila Sherman, CPA; IT risk audit managing director, Joe Layne, CISA; audit director, Scott Montgomery, CPA; audit supervisor, Jason Relyea; and other audit seniors and staff. All decisions that affect the planning, execution, and completion of the proposed audit will be made by Moises D. Ariza. Moises D. Ariza is a managing director in CBIZ's Assurance Division. He has more than fifteen years of experience in the accounting profession providing accounting, assurance, and advisory services to a wide range of clients. In addition, Mr. Ariza has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits. A complete profile of Moises Ariza is available inside the proposal. Belia Sherman has more than 25 years of experience providing accounting, auditing and advisory services for a wide range of entities. As a Director in CBIZ's Assurance division, her primary responsibilities include on-site supervision and review of audit engagements to ensure they are prepared in accordance with professional and Firm standards. A complete profile of Beila Sherman is available inside the proposal. Scott Montgomery is a Director in our Assurance Services Division with 25 years of experience in public accounting. He has experience in all audit phases, including planning, organization, supervision, and review of the fieldwork.Mr. Montgomery has a significant background in internal controls and compliance, including performing audits with reporting requirements related to government funding, in addition to those required by the Federal Uniform Guidance (formally OMB Circular A-133) and State auditor general. A complete profile of Scott Montgomery is available inside the proposal.
Summarize the quality of the firm's support personnel and continuity of staff.	The quality of our professional practice is of utmost importance to CBIZ, our clients, and to the users of our reports. As such, we maintain a quality control program that ensures our internal policies are met and professional standards are exceeded on all of our engagements. To ensure that CBIZ's performance is in conformity with our stated standards and those issued by the AICPA, our quality control system encompasses the following: Peer Review: CBIZ participates in an external quality review program requiring an on-site independent examination of our Accounting and Auditing practice. CBIZ has consistently received clean opinions (rating of "Pass") on the quality of CBIZ's audit practice. This is the highest level of achievement and recognition in the peer review program. The review encompassed governmental engagements. Please refer to Appendix C: Peer Review Report for a copy of our latest peer review report which includes our government engagements. Please note that the peer review report is addressed to Mayer Hoffman McCann P.C. ("MHM"). Effective August 21, 2024, MHM changed its name to CBIZ CPAs P.C. - Since all of the firms government audit staff are qualified to perform financial and single audits of local governments and other government agencies, the Firm can assure the quality of staff over the term of the engagement. The turnover of managerial personnel in CBIZ/Marcum's government team is less than 5% based on the past three (3) years.

Describe the ability to perform additional services and provide technical support throughout engagement.	CBIZ assists clients who participate in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program. This program is recognized as the highest award in government financial reporting. The Certificate of Achievement has been awarded on all of the financial statements for participating clients, including first time submissions. Several members of our team are special reviewers for the GFOA Certificate of Achievement Program, including Moises D. Ariza who has been a Certificate Program reviewer since 2014. CBIZ serves more than 600 government clients at a national level and 45 government clients in Florida. One hundred (100) percent of our clients that apply for the GFOA Certificate of Achievement for Excellence in Financial Reporting have received the certificate during our tenure as auditors. - CBIZ is also committed to providing professional development programs to the entire South Florida community involved in the government sector. Annually, CBIZ presents a Government Symposium, an 8-hour accounting and auditing seminar that focuses on current developments in government affairs, including accounting, legal and operational topics. We encourage our clients and non-clients alike, to attend this technical (CPE) Symposium at no cost. Additionally, CBIZ provides more than 40 virtual courses that can be attended live or at a later date. All clients have access to this database at no cost.
Explain the ability to meet set standards.	In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities. On November 1, 2024, CBIZ completed its acquisition of Marcum LLP ('Marcum"). One of the many advantages of choosing CBIZ as your auditor is that our team has significant knowledge and understanding of the City and its operations. We are aware of the risks and utilize our experience and professional skepticism to develop procedures that provide an enhanced audit experience. While still benefiting from a new "set of eyes" through a new audit supervisor, you will not have to encounter any transition, time, or energy with CBIZ as your auditor. We have extensive experience in the Federal and Florida Single Audit Acts including the OMB Uniform Guidance.The team members proposed for the City have comprehensive industry knowledge and possess the critical regulatory, technical, and business process skills necessary to provide you with an effective and efficient audit. These professionals are well-versed in the complexities of governmental accounting, auditing, and financial reporting, including all GASB pronouncements, Federal and Florida Single Audit Acts, OMB Uniform Guidance, CRA and Pension operations, and State Laws and Rules of the Auditor General. Moises D. Ariza, Beila Sherman, and Scott Montgomery are "key" team members.
Provide evidence of a capable and well-organized engagement team and management plan.	For this proposed engagement CBIZ has assembled an audit team, whose skills and experience match the requirements of the City. The proposed client service and audit engagement managing director, Moises D. Ariza, CPA, CGMA, has extensive experience in performing audits of Florida government entities. He will be supported by a quality control director, Beila Sherman, CPA; IT risk audit managing director, Joe Layne, CISA; audit director, Scott Montgomery, CPA; audit supervisor, Jason Relyea; and other audit seniors and staff. All decisions that affect the planning, execution, and completion of the proposed audit will be made by Moises D. Ariza. Through the audit, we strive to understand your vision, entity operations, financial performance, accounting systems, and internal controls. While this process ultimately leads to an audit opinion on your financial statements, our goal is to provide value beyond this assurance. Our professionals will complement the City's team with the right blend of technical, practical, and personal insight to help you successfully deliver on all your initiatives. A complete audit approach is available in TAB H of the proposal.

References

In order to be considered**, 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 Beach as a reference.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	City of Delray Beach	City of Boca Raton	City of West Palm Beach
Address	100 NW 1st Avenue, Delray Beach, FL 33444	201 West Palmetto Park Road, Boca Raton, FL 33432	401 Clematis St, West Palm Beach, FL 33401
Contact Name	Carmen Aleman, Chief Accounting Officer	James L. Zervis, CPA, CPFO | Financial Services Director	Bridget Souffrant, Chief Financial Officer
Phone	561.243.7134	561-393-7737	561.822.1310
Email	alemanc@mydelraybeach.com	jzervis@myboca.us	bsouffrant@wpb.org

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

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

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

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

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- a. Proposer's Qualification Statement - Proposer Qualification Statement.pdf - Thursday November 07, 2024 22:43:15
- b. Non-Collusion Affidavit of Proposer - Non-Collusion Affidavit.pdf - Thursday November 07, 2024 19:28:24
- c. E-Verify Form Under Section § 448.095 Florida Statutes - E-Verify.pdf - Thursday November 07, 2024 19:28:33
- d. Certification Pursuant to Florida Statute § 287.135 - Statute 287135.pdf - Thursday November 07, 2024 19:28:43
- e. Anti-Kickback Affidavit - Anti-Kickback Affidavit.pdf - Thursday November 07, 2024 19:28:52
- f. Affidavit of Compliance with Foreign Entity Laws - Foreign Entity Laws.pdf - Thursday November 07, 2024 19:29:00
- g. Affidavit of Compliance with Anti-Human Trafficking Laws - Anti-Human Trafficking.pdf - Thursday November 07, 2024 19:29:08
- Non-Financial Proposal (see page 21 Section III - Proposal Submission Requirements, Located in document titled FIN25-001R) - CBIZ (Formerly MARCUM LLP) Complete Audit Proposal.pdf - Thursday November 07, 2024 22:20:43
- Florida Professional Licenses, including evidence of required licenses and business permits, W-9 and Sunbiz - Appendix A - Licenses.pdf - Thursday November 07, 2024 21:01:58
- Additional Document - Appen B -(Insurance) and Appen D - Reference Letters.pdf - Thursday November 07, 2024 21:23:50

Addenda & Declarations

Background, Qualifications, and Terms

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

PURPOSE:

The City of Boynton Beach (the "City"), a political subdivision of the State of Florida, located in Palm Beach County, is soliciting the services of qualified firms of licensed certified public accountants (the "Auditor") pursuant to Florida Statutes and the City's Charter to audit its financial statements for the fiscal years ending September 30, 2024, through 2028. The audit shall be conducted for the purpose of forming an opinion of the general purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. These audits are to be performed in accordance with generally accepted auditing standards (GAAP), and, the standards for financial audits set forth in the U.S. General Accountability Office's (GAO) Government Auditing Standards issued by the Comptroller General of the United States, the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97 and F.S. 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations. In the event of any inconsistency between the terms of this RFP and applicable law, the more stringent requirement for the services to be performed shall apply. Pricing includes all costs associated with auditing any new GASB pronouncements.

QUALIFICATIONS:

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

TERM:

The City intends to award a contract for a five (5) year term.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Moises Ariza, Managing Director, CBIZ CPAs P.C. (Formerly Marcum LLP)

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. 2 Mon November 4 2024 09:57 AM	☑	--
Addenda No. 1 Fri October 25 2024 05:29 PM	☑	--

Appendix B: Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2024

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 Aon Risk Services Central, Inc. 200 East Randolph Street, 12th Floor Chicago, IL 60601	**CONTACT NAME:** Kyle Daker **PHONE (A/C, No, Ext):** 1 312.785.5658 **FAX (A/C, No):** **E-MAIL ADDRESS:** kyle.daker@aon.com
INSURED CBIZ CPAs P.C. 5 Bryant Park 1065 Avenue of the Americas New York City, NY 10018	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Aspen Specialty Insurance Company — 10707 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Indemnity Insurance			LR003YH24	01-Nov-24	01-Nov-25	US $5,000,000 any one claim and in the aggregate.	

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

CERTIFICATE HOLDER

Parties at Interest

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.

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Client#: 2372 CBIZINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CBIZ Insurance Services, Inc.
700 West 47th Street, Suite 1100
Kansas City, MO 64112
816 945-5500

CONTACT NAME: Laura Weeks
PHONE (A/C, No, Ext): - **FAX (A/C, No):**
E-MAIL ADDRESS: lweeks@cbiz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Arch Insurance Company	11150
INSURER D : American Casualty Company of Reading	20427
INSURER E :	
INSURER F :	

INSURED
CBIZ, Inc. and Subsidiaries
CBIZ Valuation Group, LLC
5959 Rockside Woods Blvd North, Ste 600
Independence, OH 44131

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7034653540	09/30/2024	09/30/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6081633833	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7034502049	09/30/2024	09/30/2025	EACH OCCURRENCE	$25,000,000
C	X EXCESS LIAB X CLAIMS-MADE			UXP300013902	09/30/2024	09/30/2025	AGGREGATE	$25,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC672461232	09/30/2024	09/30/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		6072461246CA	09/30/2024	09/30/2025	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

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

Mark A. Stelte

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Client#: 2372 CBIZINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura Weeks	
CBIZ Insurance Services, Inc. 700 West 47th Street, Suite 1100 Kansas City, MO 64112 816 945-5500	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: lweeks@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois Union Insurance Co.	27960
INSURED CBIZ, Inc. and Subsidiaries 5959 Rockside Woods Blvd North Independence, OH 44131	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Technology/Cyber			F14973205006	06/01/2024	06/01/2025	$1,000,000 Each Claim & Aggregate	

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

CERTIFICATE HOLDER

For Informational Purposes Only

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

Mark A. Stelte

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Appendix D: References

WEST PALM BEACH

Business. Life. Balanced.℠

May 9, 2024

To Whom It May Concern:

This was our first year utilizing the services of Marcum LLP and we are extremely pleased and satisfied with the services that they have provided to our City during the transition to a new auditor. The audit team was very knowledgeable, professional, and very responsive to the City's needs. The audit was conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards* and the *Uniform Guidance*.

Marcum is not only our auditor, but we rely on their expertise throughout the year on an as needed basis. They are always available and willing to answer our request and phone calls. We found them to be very professional and responsive. They were immensely helpful in implementing GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, which resulted in a smooth implementation process. In addition, the City was subject to a Federal Single Audit that was performed in accordance with OMB Uniform Guidance.

The firm's services have always been performed to the highest degree of professionalism. Their team was courteous and always very responsive in respect to technical questions and offering suggestions to improve systems, operations and financial processes in our organization to help the City meet our filing deadline for the Annual Comprehensive Financial Report (ACFR).

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Karen Malcom
Controller

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33402
561.822.1310

Village of Palm Springs

Department of Finance

226 Cypress Lane, Palm Springs, Fl. 33461-1699

Rmorse@vpsfl.org

(561) 584-8200 ext. 8441

May 15, 2023

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for the audit services provided by Marcum LLP. We have been utilizing the services of Marcum LLP for the past two years; and we are extremely pleased and satisfied with the services that they have provided to our organization. The Marcum staff performed all the services with the highest degree of professionalism and excellence. The audit team is always courteous, professional, and very responsive in respect to the audit, and in respect to any technical questions we may bring to their attention. All audits were conducted in a timely manner, encompassing all the requirements of *Government Auditing Standards* and Florida Statutes.

In addition, the Village has been subject to a Federal Single Audit and required to issue CRA stand-alone financial statements in accordance with Florida Statutes. We are pleased with Marcum LLP and highly recommend the firm to any government organization requiring audit services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Sincerely,

Rebecca Morse, CGFO
Chief Financial Officer
Village of Palm Springs

Housing Finance Authority of Palm Beach County

100 Australian Avenue, Suite 410
West Palm Beach, FL 33406
(561) 233-3656
www.pbchfa.org

Chairperson
Robin B. Henderson

Vice Chair
Tracy L. Caruso

Secretary
Chrichet B. Mixon

Clark D. Bennett
Laurie S. Dubow
Gary P. Eliopoulos
Bobby "Tony" Smith

Executive Director
David M. Brandt
dbrandt@pbcgov.org
(561) 233-3652

Administrative Assistant
Jennifer M. Hamilton
jhamilto@pbcgov.org
(561) 233-3656

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

June 17, 2024

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for the services provided by Marcum LLP.

This was the third year our entity engaged Marcum LLP as its auditor and we are extremely pleased and satisfied with the services that they have provided to our organization. We have found them to be very professional and responsive. They are very prepared for the audit with highly qualified staff who worked closely with us to ensure a smooth process. Our team was led by Moises Ariza and Nicholas Martin.

The firm's services have always been performed with a high degree of professionalism. Their staff has always been very courteous, always willing to provide any required information and offering suggestions to improve the financial processes in our organization. The firm has always been a dependable resource in providing timely information and direction. The firm is always available to us throughout the year, not only during the audit.

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

David Brandt
Executive Director

May 9, 2024

To Whom It May Concern:

It is my great pleasure that I provide this letter of recommendation for the services provided by Marcum LLP.

For over fifteen years, we have contracted with Marcum LLP for audit and management consulting services, a testament to the quality and reliability of their services. Our Board of Supervisors, impressed by their consistent professionalism and responsiveness, chose to extend this partnership for another five years during our most recent Request for Proposals process. From the partner to the staff accountant, the audit team has always been courteous, professional, and responsive, conducting our audits promptly, orderly, and systematically, in line with the requirements of *Government Auditing Standards* and the *Governmental Accounting Standards Board (GASB).*

What sets Marcum LLP apart is not just their professionalism but also their proactive approach. Their staff, always courteous, is not just willing to provide any required information but also offers valuable suggestions to enhance our systems, methods of operation, and financial processes. Their availability throughout the year, not just during the audit, is a testament to their commitment. We have never hesitated to seek their advice and assistance throughout the year. They are experts in their field, and the continuing education they offer each year, which covers the latest industry trends and regulatory changes, is valuable and showcases the depth of their knowledge.

Marcum is always prepared for the audit with highly qualified staff who worked closely with us from planning the audit to financial statement issuance. The team is thorough and follow-through with any questions or requests. The online platform for data collaboration is easy to use and helpful to meet deadlines.

Given our long and successful partnership, we wholeheartedly recommend Marcum LLP to any organization in need of auditing and related consulting services. Their professionalism, expertise, and commitment to client success are unparalleled.

Please do not hesitate to contact me with any questions regarding this letter of recommendation.

Respectfully,

Katie Roundtree, CPA, CPFO

Katie Roundtree, CPA, CPFO

359 Hiatt Drive • Palm Beach Gardens, FL 33418 • (561) 624-7830 Phone • (561) 624-7839 Fax • email: office@npbcid.org
www.npbcid.org

FINANCE DEPARTMENT

May 12, 2023

To Whom It May Concern:

The Town of Jupiter was incorporated in 1925 as a political subdivision of the State of Florida. Located on the Atlantic Ocean in northern Palm Beach County, Jupiter is a vibrant coastal community of more than 60,000 year-round residents.

We recently completed the September 30, 2022 audit with Marcum LLP. This was the second year Marcum has been engaged by the Town of Jupiter, Florida. Such services included performing the annual financial audit of the Town, the stand-alone CRA audit and a Federal Single Audit. Aside from the audit, Marcum assisted the Town with the preparation and completion of the annual comprehensive financial report. As part of their assistance, they guided the Town through the implementation of new Governmental Accounting Standards Board (GASB) Statements as applicable. We found the audit team to be courteous, professional, and very responsive to our needs. We consider their audit approach to be efficient and non-disruptive with respect to our time and resources.

In addition, Marcum has been available to the elected body and the Town's audit committee for any question or inquiries.

We recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

If you have any questions or comments regarding this letter of recommendation, please feel free to contact me.

Respectfully,

Scott Reynolds
Finance Director
210 Military Trail, Jupiter, Florida 33458
561-741-2327
scottr@jupiter.fl.us

Council
Michael J. Napoleone, Mayor
John T. McGovern, Vice Mayor
Tanya Siskind, Councilwoman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

April 12, 2024

To Whom It May Concern:

The Village of Wellington (the "Village") was incorporated in 1995 and is located in Palm Beach County. Wellington operates under the Council-Manager form of government and provides a wide range of community services including general government; planning, zoning and building; public safety (police protection); public works (construction and maintenance of roads, rights of way, and other infrastructure; street lighting; and storm water drainage); culture and recreation (parks maintenance, recreational activities, cultural events, and related facilities); water and sewer utilities; and solid waste collection and recycling.

I am providing this letter to recommend the services of Marcum LLP for their exceptional performance during our recent audit engagement. From the commencement of the audit process, the audit team was always courteous, professional, and very responsive in respects to the audit, and also in respect to any technical questions we may bring to their attention. Their approach was collaborative and proactive, ensuring that our team was engaged and well-informed throughout each phase of the audit.

Marcum LLP has recently concluded their first year of audit services for the Village. In consideration of the change of auditors, the transition with Marcum LLP was a smooth transition for the Village; as the audit stayed on schedule, communication was clear, and was completed on in a timely manner.

Their dedication to client service and adherence to the highest standards of audit integrity is commendable.

Please feel free to contact me if you require further information of their services.

Sincerely,

Ana Acevedo, CPA
Director of Administrative and Financial Services
Village of Wellington, Florida
Phone: (561) 753-2594
aacevedo@wellingtonfl.gov

FORT MYERS
FINANCIAL SERVICES | #city of palms

August 30, 2024

To Whom It May Concern:

I am pleased to recommend the services of Marcum LLP based on our recent audit engagement. From the commencement of the audit process, the audit team was always courteous, professional, and very responsive in respects to the audit, and also in respect to any technical questions we may bring to their attention. Their approach was collaborative and proactive, ensuring that our team was engaged and well-informed throughout each phase of the audit.

This was the first audit of the City performed by Marcum LLP. The transition was easy, as a result of open and frequent communications and strong government experience of the audit team. Further, the audit team was always respectful of the City's time and resources.

Marcum's dedication to providing a high level of service and adherence to the highest standards of audit integrity is commendable.

Please feel free to contact me if you require further information of their services.

Sincerely,

Christine Tenney, CGFO
Director of Financial Services
The City of Fort Myers, Florida
Phone: (239)321-7186
ctenney@cityftmyers.com

TOWN OF PALM BEACH

Finance Department

July 17, 2024

To Whom It May Concern:

This is our 4th year utilizing the services of Marcum LLP and we are extremely pleased and satisfied with the services that they have provided to our Town. The audit team is very knowledgeable, professional, and very responsive to the Town's needs. The audit was conducted in a timely, orderly, and systematic manner, encompassing all of the requirements of *Government Auditing Standards* and the *Uniform Guidance*.

Marcum is not only our auditor, but we rely on their expertise throughout the year on an as needed basis. They are always available and willing to answer our request and phone calls.

Marcum LLP reviews and provides recommendations for our annual comprehensive financial report which has also assisted the Town in receiving the Certificate of Achievement for Excellence in Financial Reporting for the past four years from the GFOA. In addition, our Town has been subject to Federal Single Audits in recent years that are performed in accordance with *Uniform Guidance*.

We highly recommend the firm of Marcum LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Respectfully,

Bob Miracle
Deputy Town Manager, Finance and Administration

Post Office Box 2029 • 360 South County Road • Palm Beach, Florida 33480
Telephone (561) 838-5444 • Facsimile (561) 835-4632
E-mail: finance@townofpalmbeach.com • Website: www.townofpalmbeach.com
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CITY OF DELRAY BEACH

FINANCE DEPARTMENT

100 N.W. 1ST AVENUE • DELRAY BEACH • FLORIDA 33444 • (561) 243-7121

Delray Beach Florida
All-America City
1993 · 2001 · 2017

August 2, 2023

To Whom It May Concern:

It is our utmost honor to provide this letter of recommendation on behalf of Marcum, LLP who has been providing auditing services for the City of Delray Beach, Florida for the past two years. The City of Delray Beach was incorporated in 1927 as a political subdivision of the State of Florida. Located on the Atlantic Ocean in southern Palm Beach County, Delray Beach is an award-winning City that offers fabulous beaches, a vibrant downtown nightlife and an abundance of cultural activities.

We have found the Marcum engagement team to be very professional and responsive. They were immensely helpful in implementing GASB Statement No. 87, *Leases*, which resulted in a smooth implementation process. In addition, the City was subject to a Federal Single Audit that was performed in accordance with Office of Management & Budget's (OMB) Uniform Guidance.

The firm's services have always been performed to the highest degree of professionalism. Their team was courteous and always very responsive in respect to technical questions and offering suggestions to improve systems, operations and financial processes in our organization to help the City meet our filing deadline for the Annual Comprehensive Financial Report (ACFR).

We highly recommend Marcum, LLP to any organization requiring auditing and related consulting services.

Please do not hesitate to contact my office if there are any questions regarding this letter of recommendation.

Sincerely,

Hugh B. Dunkley, CPA, CGFO
Chief Financial Officer

FIN25-001R - FINANCIAL AUDITING SERVICES (AUDITOR)					
EVALUATION COMMITTEE MATRIX					
Proposer's Name:	Citrin Cooperman & Company LLP	Forvis Mazars, LLP	HCT Certified Public Accountants and Consultants LLC	CBIZ CPAS P.C.	Maximum Points
Total of Raw Points	275.00	350.00	328.00	397.00	400.00
Weighted Score out of 80	55	70	65.6	79.4	80
Weighted Score out of 20	15.51	20	16.85	16.87	20
	70.51	90	82.45	96.27	100

November 19, 2024

RE: Authorization to Bind and Represent CBIZ CPAs P.C.

To whom it may concern,

This letter serves as formal acknowledgment that Moises D. Ariza is an authorized representative of CBIZ CPAs P.C., a professional corporation with over 400 shareholders. As a Shareholder, Moises D. Ariza holds the necessary authority to bind and represent the firm in the execution of audit contracts, related agreements, and submission of official statements with State and Federal Agencies.
Should you require any further information or clarification, please do not hesitate to contact our legal department at:

Bill Mann, General Counsel
CBIZ CPAs P.C.
700 W 47th St Ste 1100, Kansas City, MO, 64112
Phone: (816) 945-5604

Thank you for your attention to this matter.

Sincerely,

William D. Mann, Jr.
General Counsel

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-323- Award Invitation to Bid No. UTL 24-011 for Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades to Close Construction Services, LLC, and approve the Agreement between the City and Close Construction Services, LLC in the amount of $907,000 with an additional 10% contingency in the amount of $90,700 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed purchase order amount to $997,700. Additionally, approve a budget transfer to allocate sufficient funding for this project.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-323.

Explanation of Request:

On October 30, 2024, bids were received for the Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades – State grant project, Bid No. UTL; 24-011. A total of five (5) bids were submitted, accepted, and evaluated. The total bid amounts ranged from $881,625 to $1,687,628, with Razorback, LLC identified as the lowest bidder at $881,625 and Close Construction as the second lowest bidder at $907,000.

The City's consulting engineer, Carollo, reviewed the bids and evaluated the supplemental information provided by Razorback, LLC and Close Construction Services, LLC, being the two lowest bidders.

Based on their evaluation of all the provided information, specific project experience qualifications, criteria, references, and terms established in the Bid Documents and including their responses to the additional bid clarification questions provided by the City, Razorback, LLC's bid was found unresponsive. The scope of the projects submitted by Razorback, LLC was primarily for coating and rehabilitation and did not involve heavy mechanical work in the projects submitted.

The scope of the Oceanfront Park (Beach Plant) project is primarily for the rehabilitation of the Rotating Biological Contactor system, and the interior coating of the vault is a very small

portion of the work and is ancillary to the project.

As outlined above, Razorback, LLC's relevant history/experience does not match the bid requirements, raising concerns about the bid's feasibility and suggesting that the bidder may lack a clear understanding of the work requirements.

Consequently, Carollo has recommended that City staff deem Razorback, LLC as non-responsive under the terms of the bid solicitation. Carollo and City staff found the bid documents and clarification responses from Close Construction Services, LLC acceptable and meeting the minimum requirements for this project. Carollo and City Staff recommend awarding the contract to Close Construction Services, LLC, the next lowest, most responsive, responsible, and qualified bidder, in the amount of $907,000.

How will this affect city programs or services?

The existing treatment system is over 20 years old and is at the end of useful life and components are showing signs of wear and corrosion. The building roof is in poor condition and needs to be replaced. The existing equipment need to be replaced as well as the electrical systems since they are showing superficial corrosion. Additionally, the lighting and fan fixtures also need to be replaced.

Several events during 2018-2019 identified flows exceeding the permitted capacity, causing the plumbing fixtures in the park infrastructure to leak.

Fiscal Impact: The total authorized funding for the construction phase of this project including 10% contingency is $997,700.

Funding in the amount of $647,056 is available in the Utilities CIP account 403-5000-535.65-04, Project SW1602 (Beach Plant).

The budget transfer of $360,644 will need to be approved and completed to fund the construction of the project, and it includes $10,000 to cover any permit costs.

Budget transfer of $360,644.00 from UC2103 account 403-5000-535.65-04 04 to SW1602 account 403-5000-535.65-04. to increase SW1602 to a total amount of $1,007,700.

Attachments:
R24-323 Agenda Item 2498-2023 Resolution for ITB for Beach Plant to Close Construction Services, LLC
Exhibit A to Resolution - UTL24-011 Vendor Executed Contract - Close Construction Services.pdf
UTL24-011 Letter of recommendation Carollo - Oceanfront Park Wastewater Treatment Plant-Beach Plant-Upgrades.pdf
Cost Analysis UTL24-011.pdf

BidAnalysis Compliance Check UTL24-011.pdf
Close Construction Services Bid-UTL24-011.pdf
Close Construction Services - Civil Experience.pdf
Close Construction Services - Wastewater Plant Experience.pdf
Close Construction Services/ Gilmore Electric (Sub) - Scope Letter Oceanfront Park.pdf
Close Construction Services /C.C.Controls Corp (Sub) - Scope.pdf
Close Construction Services/ Gilmore Electric (Sub) References.pdf
Close Construction Services /C.C.Controls Corp (Sub) - Statement of qualifications.pdf

RESOLUTION NO. R24-323

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. UTL 24-011 FOR OCEANFRONT PARK WASTEWATER TREATMENT PLANT (BEACH PLANT) UPGRADES TO CLOSE CONSTRUCTION SERVICES, LLC, APPROVING AGREEMENT BETWEEN THE CITY AND THE AWARDED VENDOR IN THE AMOUNT OF $907,000 WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF $90,700 FOR STAFF-AUTHORIZED CHANGE ORDERS TO ADDRESS UNFORESEEN CONDITIONS, FOR A TOTAL AMOUNT NOT-TO-EXCEED $997,700, AND TO APPROVE A BUDGET TRANSFER TO ALLOCATE SUFFICIENT FUNDING FOR THE PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, On October 30, 2024, the City received and tabulated five (5) proposals for Invitation to Bid No. UTL 24-011 for the Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades ("Project"), a State-grant project; and

WHEREAS, City staff and the Purchasing Department reviewed each bid proposal, and the five (5) vendors were determined by utilizing the evaluation forms, which contain current pricing provided by the vendors on common-use items and services, with total bid amounts ranging from $881,625 to $1,687,628; and

WHEREAS, the City's consulting engineers reviewed the bids and determined that Razorback LLC and Close Construction Services, LLC were the two lowest bidders; and

WHEREAS, the City found Razorback, LLC to be unresponsive to the City's additional bid clarification questions related to interior coating and rehabilitation; and

WHEREAS, the scope of the Project is primarily for the rehabilitation of the Rotating Biological Contactor system, the interior coating of the vault is a small portion of the work and is ancillary to the Project; and

WHEREAS, the City engineer and staff found the bid documents and clarification responses from Close Construction Services LLC ("Vendor") to be acceptable and that they meet the minimum requirements for the Project, as the next lowest, most responsive, responsible, and qualified bidder; 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 an Invitation to Bid No. UTL 24-011 for

the Project to Vendor, and approve the Agreement between the City and the awarded Vendor; and

WHEREAS, the City requires a budget transfer in order to allocate sufficient funding for the 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 award an Invitation to Bid No. UTL 24-011 for the Project to Vendor.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Vendor and the City for Invitation to Bid No. UTL 24-011 for the Project with an annual expenditure not to exceed $997,700 (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 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, including approval of a budget transfer to allocate sufficient funding for the Project.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreements shall be provided to Taralyn Pratt to forward to the awarded 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

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CONSTRUCTION CONTRACT
OCEANFRONT PARK WWTP (BEACH PLANT) UPGRADES – STATE GRANT

THIS AGREEMENT is entered into by and 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 Close Construction Services, LLC a corporation authorized to do business in the State of Florida, with a business address of 305 NW 4th Avenue, Okeechobee, FL 34972, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties."

WHEREAS, the CITY has selected the VENDOR to perform construction services related to the Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades Project; and,

WHEREAS, at its meeting of December 17, 2024, by Resolution No. _____, the City Commission approved this award to VENDOR and authorized the proper CITY officials to execute this Agreement, hereinafter referred to as Contract No.: **UTL24-011** and used interchangeably with "Contract".

NOW, THEREFORE, CITY and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK. VENDOR shall furnish all labor, materials, equipment, services, and incidents necessary to perform all "WORK" described in the Contract Documents (as defined in Article 8 below) and related thereto for the Project.

Article 2. CONSULTANT. Shall mean the CITY of Boynton Beach / Carollo Engineers, Inc. ("CONSULTANT"), which has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with the completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; TERMINATION; LIQUIDATED DAMAGES.

0.0. **Contract Time.** The WORK will be substantially completed within **(210) [two hundred ten]** calendar days from the effective date of this Agreement, when the Contract Time commences to run as provided in paragraph **2.3** of the General Conditions and completed and ready for final payment in accordance with paragraph **14.9** of the General Conditions within **30** calendar days from the date of Substantial Completion.

0.1. **Termination for Convenience.** This Agreement may be terminated by CITY for convenience upon providing fourteen (14) business days of written notice to VENDOR for such termination. In the event of termination, VENDOR shall be paid its compensation for services performed until the termination date, including services reasonably related to termination. In the event that VENDOR abandons this Agreement or causes it to be terminated, VENDOR shall indemnify CITY against loss pertaining to this termination.

0.2. **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) days after receipt by VENDOR of written notice of such neglect or failure.

0.3. **Liquidated Damages.** The CITY and VENDOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph **3.1** above, plus any extensions

thereof allowed in accordance with **Article 12** of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by the CITY in the event of the failure of VENDOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with certainty. CITY and VENDOR also recognize and acknowledge the delays, expense, and difficulties involved in proving in a legal preceding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and VENDOR agree that as liquidated damages for delay (but not as a penalty) VENDOR shall pay the CITY, [**One Thousand**] Dollars (**$1,000.00**) for each day of that expires after the time specified in paragraphs **3.1** for substantial completion until the WORK is substantially complete. After Substantial Completion, if VENDOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, VENDOR shall pay CITY [**Two Hundred Fifty**] Dollars [**$ 250.00**] for each day that expires after the time specified in paragraph **3.1** for completion and readiness for final payment.

Article 4. <u>CONTRACT PRICE</u>.

CITY shall pay VENDOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed:

Nine Hundred Seven Thousand Dollars and Zero Cents	**$ 907,000.00**
(Written)	**(Numerical)**

Article 5. <u>PAYMENT PROCEDURES</u>.

VENDOR shall submit Applications for Payment in accordance with **Article 14** of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

1.1 Progress Payments. VENDOR may submit an Application for Payment as recommended by CONSULTANT for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph **2.9.1** of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

1.2 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph **14.5** of the General Conditions.

1.3 VENDOR shall submit with each Application for Payment an updated progress schedule acceptable to the CITY and a Warranty of Title/Release of Liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the VENDOR within thirty (30) days after approval by the CITY of VENDOR's Application for Payment and submission of an acceptable updated progress schedule.

1.4 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective Work not remedied.

b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against VENDOR.
c. Failure of VENDOR to make payments properly to subcontractors or for material or labor.
d. Damage to another VENDOR not remedied.
e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved, or VENDOR provides a surety bond or consent of Surety satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

1.5 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph **14.10** of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in paragraph **14.10**.

1.6 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

Article 6. RETAINAGE.

Five percent (5) of all monies earned by the VENDOR shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which one hundred (100) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the VENDOR) has been reached and acceptance by CITY.

Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City/Owner and the Vendor will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable construction services purchased by the City/Owner. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City/Owner and Vendor are unable to agree on an item or value, the City/Owner has final discretion on whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the Vendor less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at $10 million or more, the 30-calendar day period may be extended to 45 days.

Article 7. CONTRACTOR GUARANTEE.

VENDOR warrants all work, materials, and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The VENDOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract that proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 8. CONTRACT DOCUMENTS.

The Documents hereinafter listed shall form the Contract, and they are as fully a part of the Contract as if attached hereto:

8.1 Request for Bid

8.2 Instructions to Proposers / Bidders

8.3 Proposal Forms (including the Proposal, Schedule(s), Submission Requirements of Proposer / Bidder, and all required certificates, licenses, affidavits, and other documentation)

8.4 Contract

8.5 VENDOR's Bid Bond, Performance, and Payment Bond

8.6 Standard Terms and Conditions for Bidders

8.7 Special Conditions

8.8 General Conditions for Construction

8.9 Specifications & Technical Requirements (Division 1)

8.10 Specifications and Technical Requirements entitled: Attachment A – Carollo Engineers, Inc. – Signed & Sealed Technical Specifications Bid Set Volume 1 of 1 (Division 2-17)

8.11 Engineering Design Handbook and Construction Standards for the City of Boynton Beach (available online at: https://www.boynton-beach.org/691/Utilities-Engineering-Division)

8.12 Appendix A: Signed & Sealed Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades – Drawings (Dated December 2023)

Article 9. 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

And if sent to the VENDOR shall be mailed to:

Close Construction Services, LLC
Att: Thomas J. Close
305 NW 4th Avenue
Okeechobee, FL 34972
Telephone #: (863) 467-0831
Email: ccs@closeconstructionllc.com

Article 10. INDEMNITY.

10.1 The VENDOR shall indemnify and hold harmless the CITY and its officers, employees, agents, instrumentalities, and the State of Florida, Division of Emergency Management from 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 or resulting from the negligence, recklessness, or intentional wrongful misconduct of VENDOR, its employees, agents, partners, principals or subcontractors during the term of this Agreement or resulting thereafter. 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. The VENDOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided.

10.2 VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater.

10.3 Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

10.4 CITY reserves the right to select its own legal counsel to conduct any defense in any

such proceeding and all costs and fees associated therewith shall be the responsibility of VENDOR.

10.5 Nothing contained herein is intended nor shall be construed as a contractual waiver of the CITY's rights, limits, and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time, nor a waiver of any defense the CITY may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Contract. VENDOR and CITY agree that any liability of the CITY under this Contract shall be limited to the amounts set forth in Sec. 728.68, Florida Statutes.

Article 11. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, VENDOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to the VENDOR and be deducted from payments due VENDOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 12. FLORIDA'S PUBLIC RECORDS LAW.

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:

12.1 Keep and maintain public records required by the CITY to perform the service;

12.2 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, Florida Statue or as otherwise provided by law;

12.3 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,

12.4 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.

12.5 **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

Article 13. E-VERIFY.

1.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described

herein below.

1.1.1 Definitions for this Section:

A. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

B. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

1.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E- Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the 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.

Article 14. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701.

VENDOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CITY will not request documentation of or consider VENDOR's social, political, or ideological interests when determining if the VENDOR is a responsible contractor. VENDOR is 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.

Article 15. 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 the 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, 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.

Article 16. 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.

Article 17. 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.

Article 18. 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.

Article 19. 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.

Article 20. MISCELLANEOUS.

20.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located exclusively in Palm Beach County.

20.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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 the Contract Documents.

20.3 CITY and VENDOR each bind itself, their 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 the Contract Documents.

20.4 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.

20.5 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 who 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.

20.6 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.

20.7 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.

20.8 U.S. Produced Iron and Steel. VENDOR shall comply with the requirements of Section 255.0993, Florida Statutes, which requires any iron or steel product permanently incorporated in the project must be produced in the United States.

20.9 Waiver of Chapter 558, Florida Statutes. Pursuant to Section 558.005(1), VENDOR and CITY agree to opt out of the requirements of Chapter 558, Florida Statutes.

20.10 This Contract is funded by a grant, and the grant requirements applicable to this Contract are made part of the Contract Documents.

20.11 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.

20.12 This Agreement will take effect once signed by both parties. 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.

Article 21. <u>DEFAULT OF CONTRACT & REMEDIES.</u>

21.1 **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.

21.2 **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:

21.2.1 The abandonment of the project by VENDOR for a period of more than seven (7) business days.

21.2.2 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.

21.2.3 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.

21.2.4 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.

21.2.5 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) 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) 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) days.

21.3 **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. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) 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. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of VENDOR and proceed to perform services under the Agreement, at its own cost and expense.

21.3.1 Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason

of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

21.3.2 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 and/or the Surety together with the costs incident thereto to such default.

21.3.3 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.

21.3.4 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 calendar (30) days of the receipt by VENDOR of such notice from CITY.

SIGNATURE PAGE FOLLOWS

This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, whether signed physically or electronically, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties 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:_____

CLOSE CONSTRUCTION SERVICES, LLC

_____
(Signature), Close Construction Services, LLC

Thomas Jacob Close
Print Name of Authorized Official

Vice President
Title

December 3, 2024
Date

(Corporate Seal)

Attest/Authenticated:

_____
Witness

Tierney Shimanskey
Print Name

Approved as to Form:

_____
Shawna G. Lamb, Office of the City Attorney

Attested/Authenticated:

_____
Maylee De Jesus, City Clerk

2056 Vista Parkway, Suite 150
West Palm Beach, Florida 33411
561-868-6400 (Ph)
561-868-6401 (Fax)
carollo.com

November 20, 2024

Keith Webber, P.E.
City of Boynton Beach
123 E. Woolbright Road
Boynton Beach, FL 33435

Subject: UTL24-011 Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades – Review of Bidders

Dear Mr. Webber:

We have completed our review of the two low bidders, Razorback LLC & Close Construction Services LLC. for UTL24-011.

After review of the response received from Razorback LLC, including the request of additional bid clarifications, and including the direction from the City Attorney's Office, our recommendation is that the Razorback LLC bid is unresponsive based on their project experience and references.

Details are as follows: the Bid Form – page 202 of the solicitation says – "In order to be considered for this project, the Vendor must have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years in the State of Florida and must be able to document the required experience upon request." The scopes of the projects Razorback LLC submitted were primarily for coating rehabilitation. The scope of the City's Oceanfront Park (Beach Plant) project is primarily for the rehabilitation of the Rotating Biological Contactor system, the interior coating of the vault is a very small portion of the work and ancillary to the project. The scopes of Razorback LLCs reference projects were verified during communications with the National Park Service, the City of West Palm Beach and the City of Clearwater. The Town of Jupiter was unable to be reached.

In addition, we find the bid documents and clarification responses from Close Construction Services LLC acceptable and meeting the minimum requirements.

If you require additional details regarding our review or the specific issues identified, please do not hesitate to contact us. Thank you for your attention to this matter. We look forward to continuing our collaboration on this project.

Sincerely,
CAROLLO ENGINEERS, INC.

Doug Dumont
Principal Construction Manager/Associate Vice President

UTL24-011 - Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant - Quote Form - BID PROPOSAL - Oceanfront Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant

					Razorback LLC		Close Construction Services, LLC		PCL Construction, Inc.		Lawrence Lee Construction Services, Inc.		Persons Services Corp.	
					Submission 1		Submission 1		Submission 1		Submission 1		Submission 1	
ITEM NO.	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE
1	1.11.A	Mobilization /Demobilization Bonds Insurance and General Requirements. Contractor shall be limited to a maximum of six percent (6%) of the total bid price	1	LS	$ 49,000.0000	$49,000.00	$ 51,000.0000	$51,000.00	$ 76,500.0000	$76,500.00	$ 79,975.0000	$79,975.00	$ 84,380.0000	$84,380.00
2	1.11.B	As-Built Record Drawings	1	LS	$ 17,000.0000	$17,000.00	$ 15,000.0000	$15,000.00	$ 10,000.0000	$10,000.00	$ 1,000.0000	$1,000.00	$ 2,500.0000	$2,500.00
3	1.11.C	Professional Pre- and Post-Construction Photographs and Video of Construction	1	LS	$ 1,600.0000	$1,600.00	$ 975.0000	$975.00	$ 5,000.0000	$5,000.00	$ 1,000.0000	$1,000.00	$ 1,500.0000	$1,500.00
4	1.11.D	Indemnification	1	LS	$ 25.0000	$25.00	$ 25.0000	$25.00	$ 25.0000	$25.00	$ 25.0000	$25.00	$ 25.0000	$25.00
5	1.11.E	Civil Sitework and Landscaping	1	LS	$ 29,000.0000	$29,000.00	$ 30,000.0000	$30,000.00	$ 300,000.0000	$300,000.00	$ 70,000.0000	$70,000.00	$ 238,563.0000	$238,563.00
6	1.11.F	Electrical and Instrumentation	1	LS	$ 137,000.0000	$137,000.00	$ 355,000.0000	$355,000.00	$ 360,000.0000	$360,000.00	$ 205,000.0000	$205,000.00	$ 313,158.0000	$313,158.00
7	1.11.G	Remainder of the Work including Roofing Demolition Roofing Hatches Doors Fan Grating Coatings and Rotating Biological Contactor Installation and Commissioning	1	LS	$ 648,000.0000	$648,000.00	$ 455,000.0000	$455,000.00	$ 525,000.0000	$525,000.00	$ 999,000.0000	$999,000.00	$ 1,047,502.0000	$1,047,502.00
				Subtotal:		**$881,625.00**		**$907,000.00**		**$1,276,525.00**		**$1,356,000.00**		**$1,687,628.00**

UTL24-011 - Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant - 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: October 25, 2024
Bid Due Time: 2:30 P.M.

BID COMPLIANCE CHECK **Schedule/Specifications**	**Razorback LLC** **Contact: Anthony Houllis** **177 Anclote Rd** **Tarpon Springs, FL 33607** **Phone: 727-938-9500** **Email: anthony@razorbackllc.com**	**Close Construction Services, LLC** **Contact: Courtney Galassi** **Contact: Thomas J. Close** **305 NW 4th Ave** **Okeechobee, FL 34972** **Phone: 863-467-0831** **Email: courtney@closeconstructionllc.com** **Email: ccs@closeconstructionllc.com**	**PCL Construction, Inc.** **Contact: Russell Humphreys** **1 N Dale Mabry Hwy Ste 300** **Tampa, Florida 33609** **Phone: 813-494-0592** **Email: rhumphreys@pcl.com** **Email: jholtje@pcl.com**	**Lawrence Lee Construction Services, Inc.** **Contact: Brylee Frank** **800 SE Lincoln Ave** **Stuart, FL 34994** **Phone: 561-578-0315** **Email: bf@lawrenceleeconstruction.com** **Email: gs@lawrenceleeconstruction.com**	**Persons Services Corp.** **Contact: George Braeunig** **1835 S Perimeter Road Ste 175** **Fort Lauderdale, FL 33309** **Phone: 954-616-5106** **Email: gbraeunig@personsservices.com** **Email: svincenty@personsservices.com**
BID PROPOSAL - Oceanfront Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant	$881,625.00	$907,000.00	$1,276,525.00	$1,356,000.00	$1,687,628.00
Bid Form	Included	Included	Included	Included	Included
Bid Bond 5%	Included	Included	Included	Included	Included
Bidders Qualification Statement	Included	Included	Included	Included	Included
Anti-Kickback Affidavit	Included	Included	Included	Included	Included
Non-Collusion Affidavit	Included	Included	Included	Included	Included
Certification Pursuant to F.S. 287.135	Included	Included	Included	Included	Included
Warranties	Included	Included	Included	Included	Included
Trench Safety Act Affidavit	Included	Included	Included	Included	Included
Bonding Capacity	Included	Included	Included	Included	Included
	Florida dbpr General Contractor License - Anthony Michael Houllis Lic CGC1526612 Exp.8/31/26; City of Tarpon Springs LBTR 25-00052513; AMPP Certificate of Achievement - The Association for Materials Protection and Performance Recognizes for Anthony Houllis (Certified Coatings Inspector) Exp. 12/31/26; Society for Protective Coatings (SSPC) Certification of Completion - Lead Paint Removal, Lead Paint Removal Refresher, and Quality Control Supervisor to Anthony Houllis; Certificate of Completion Codi Pilcher OSHA 30 Hour Outreach Training Program -Construction Completion Dt 8/22/23; FDOT Certification of Completion for Temporary Traffic Control (TTC) Codi Pilcher Exp. 8/16/27; FDOT Certification of Completion for Temporary Traffic Control (TTC) Eric McFadden Exp. 12/22/27	Florida dbpr General Contractor License - Thomas Christopher Close Lic CGC1526474 Exp. 8/31/26	Florida dbpr General Contractor License - Richard Hewitt IV Lic# CGC1519082 Exp. 8/31/26	Florida dbpr General Contractor License - Geoffrey Lawrence Schmidt Lic# CGC1525837 Exp. 8/31/26; South Florida Water Management District Small Business Enterprise (SBE) Exp. 4/7/27	Florida dbpr Certified Building Contractor License - James Benson Jr. Lic# CGC1267792 Exp. 8/31/26; Broward County LBTR 377-306327 Exp. 9/30/25, LBTR 180-312717 Exp. 9/30/25
Certificates, Licenses, Business Permits					
W-9	Included	Included	Included	Included	Included
E-Verify Form Pursuant to F.S. 448.095	Included	Included	Included	Included	Included
Affidavit of Compliance with Foreign Entity Laws	Included	Included	Included	Included	Included
Affidavit of Compliance with Anti-Human Trafficking Laws	Included	Included	Included	Included	Included
Bidder's Site Inspection Form	Included	Included	Included	Included	Included
Confirmation of Minority Owned Business	No	No	No	No	No
Letter of Interest	Yes	Yes	Yes	Yes	Yes
References	Included	Included	Included	Included	Included
Subcontractors	Yes - (4) Subcontractors	Yes - (4) Subcontractors	Yes - (2) Subcontractors	Yes - (2) Subcontractors	Yes - (3) Subcontractors
Conflict of Interest	No	No	No	No	No
Addenda Acknowledgement No. 1 -5	Acknowledged	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Subtotal Contract Amount:	**$881,625.00**	**$907,000.00**	**$1,276,525.00**	**$1,356,000.00**	**$1,687,628.00**
	DEEMED RESPONSIVE AND RESPONSIBLE				

Electronic Opened by: Bids & Tenders on October 24, 2024
Compliance Tabulation by: Theresa Gonzalez, Sr. Buyer-Utilities on October 30, 2024

UTL24-011 - Oceanfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant

Opening Date: August 30, 2024 4:00 PM

Closing Date: October 24, 2024 2:30 PM

Vendor Details

Company Name:	Close Construction Services, LLC
Address:	305 NW 4th Ave Okeechobee, FL 34972
Contact:	courtney Galassi
Email:	courtney@closeconstructionllc.com
Phone:	863-467-0831
Fax:	863-763-6337
HST#:	85-0974573

Submission Details

Created On:	Monday October 14, 2024 15:21:21
Submitted On:	Thursday October 24, 2024 11:13:57
Submitted By:	courtney Galassi
Email:	courtney@closeconstructionllc.com
Transaction #:	50a26268-abb8-4306-beef-65fa832be0c8
Submitter's IP Address:	73.84.217.156

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 - Oceanfront Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are 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 **"OCEANFRONT PARK WASTEWATER TREATMENT PLANT (BEACH PLANT) UPGRADES - STATE GRANT"**.

ITEM No. 4 - SC01025 Section 1.11.D - Indemnification - **PLEASE ENTER $25.00**

ITEM NO.	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT PRICE *	VALUE	
1	1.11.A	Mobilization /Demobilization, Bonds, Insurance, and General Requirements. Contractor shall be limited to a maximum of six percent (6%) of the total bid price	1	LS	$51,000.0000	$ 51,000.00	*
2	1.11.B	As-Built Record Drawings	1	LS	$15,000.0000	$ 15,000.00	*
3	1.11.C	Professional Pre- and Post-Construction Photographs and Video of Construction Site	1	LS	$975.0000	$ 975.00	*
4	1.11.D	Indemnification	1	LS	$25.0000	$ 25.00	*
5	1.11.E	Civil, Sitework, and Landscaping	1	LS	$30,000.0000	$ 30,000.00	*
6	1.11.F	Electrical and Instrumentation	1	LS	$355,000.0000	$ 355,000.00	*
7	1.11.G	Remainder of the Work, including Roofing Demolition, Roofing, Hatches, Doors, Fan, Grating, Coatings, and Rotating Biological Contactor Installation and Commissioning	1	LS	$455,000.0000	$ 455,000.00	*
					Subtotal:	$ 907,000.00	

Summary Table

Bid Form	Amount
BID PROPOSAL - Oceanfront Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant	$ 907,000.00
Subtotal Contract Amount:	$ 907,000.00

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	*

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.	Close Construction Services, LLC (CCS) is a licensed, insured, and bonded General Contractor with an established presence in South Central Florida with our office located in Okeechobee, Florida. The qualifier, along with CCS, has successfully completed residential, commercial/industrial, and heavy civil construction projects for over thirty years. We have successfully completed each contract by meeting every contract cost, schedule, safety, and performance requirement. CCS has contracted with and performed work for numerous government agencies, counties, and municipalities throughout Florida. Our success is a direct result of the extensive construction experience of our staff. To name a few members of our team - our President and Qualifier, Thomas C. Close, has been a licensed general contractor for 30+ years; the Vice President, Jacob Close is a Professional Engineer; and our Superintendent, Donald Cooper, has 30+ years of experience. Close Construction Services, LLC's personnel possess the experience, knowledge, and desire to complete the Oceanfront Park Wastewater Treatment Plant (Beach Plant) project in a timely manner and meeting the Owner's expectations.

References

In order to be considered for this project**,** the **Vendor must** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning about other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City will apply no points toward the evaluation criteria.

***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 *	Reference 4 - Completed or In Progress
Name of Firm:	City of Cooper City	City of Bradenton	City of Dania Beach	
Scope of Work:	Replace air header and catwalk, replace all weirs with new alumium weirs, Replace bar screens with new stainless, install scum through, install two new skimmer arms.	Contsuct 25,000 gallon concrete CT difinfection tank with internal baffles walls, thank feed pump & all piping and controls	Upgrades to sodium hypochlorite system including installation of chemical metering pump skids, chemical piping and valves, chemical storage tanks, electrical work, installation of louvers and exaust fans, ovrehead door, and CMU infills.	
Project Location:	Cooper City, FL	Bradenton, FL	Dania Beach, FL	
Project Lead/Manager:	Michael Bailey	Nicholas Toth	Fred Bloetscher	
Cost of Service:	$370,319.00	$213,969.91	$281,377.31	
Start Date of Service:	Feburary 2015	January 2010	December 2017	
End Date of Service:	August 2018	March 2010	August 2017	
Contact Person:	Michael Bailey	Nicholas Toth	Fred Bloetscher	
Title:	Director of Utilities	Purchasing Analysis	Engineer	
Email:	mbailey@coopercityfl.org	nicholas.toth@bradentonfl.gov	h20_man@bellsouth.net	
Phone #:	954.434.5519	941.714.7564	239.250.2423	

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)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract
Gilmore Electric Co., Inc.	2875 Jupiter Park Dr. Ste 1800 Jupiter, FL 33458	Electrical	EC13004255	199,750.00	22
C.C. Control Corp.	560 Corporate Way, Suite 100 West Palm Beach, FL 33407	System Controls and System Integration	N/A	95,658.00	11
River Birch Global Water, Inc.	401 Bay Street, Suite 2410 Toronto, Ontario M5H 2Y4	RBC Rehab	N/A	105,000.00	11
Titans Protective Coatings, LLC	150 Evernia Street Ste. B Jupiter FL 33458	Coatings	U-22316	64,390.00	7

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

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; provides improper or undated signatures; or provide information that is false, misleading, or exaggerated.

- Bid Form & Bid Bond Documents - Bid Bond.pdf - Thursday October 24, 2024 09:17:35
- Bidder's Qualification Statement - Bidder Qualification Statement.pdf - Thursday October 24, 2024 09:18:35
- Anti-Kickback Affidavit & Non-Collusion Affidavit of Proposer - Anti-Kickback Affidavit & Non-Collusion Affidavit of Proposer.pdf - Thursday October 24, 2024 09:19:28
- Certification Pursuant to Florida Statute § 287.135 - Certification Pursuant of Florida Statute 287.135.pdf - Thursday October 24, 2024 09:21:11
- Warranties & Trench Safety Act Affidavit - Warranties & Trench Safety Act Affidavit.pdf - Thursday October 24, 2024 09:21:42
- Bonding Capacity - Bonding Capacity.pdf - Thursday October 24, 2024 09:22:03
- Certificates, Licenses (General Contractor License), Business Permits, and W-9 - Certificates, Licenses.pdf - Thursday October 24, 2024 09:22:37
- E-Verify Form Under Section § 448.095 Florida Statutes - E-Verify Form Under Section 448.095.pdf - Thursday October 24, 2024 09:23:40
- Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws - Affidavit Foreign Entity Laws & Affidavit Anti-Human Trafficking Laws.pdf - Thursday October 24, 2024 09:24:13
- Bidder's Site Inspection Confirmation - Bidder's Stie Inspection Confirmation.pdf - Thursday October 24, 2024 09:24:27
- Additional Document - Additional Documants.pdf - Thursday October 24, 2024 09:24:40

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. A one hundred percent (100%) Payment and Performance Bond is required upon notification by the City of the awarded Contract to the selected firm.

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.pdf - Thursday October 24, 2024 09:25:00

SPECIAL CONDITIONS

PURPOSE: The purpose of this bid is to seek the services of a qualified Vendor for upgrades to the Oceanfront Park Wastewater Treatment Facility, including but not limited to rotating biological contactor, instrumentation and controls, electrical, roof, doors, access hatches, ventilation, fencing, and landscaping. Oceanfront Park Wastewater Treatment Plants is located at 6415 N. Ocean Blvd, Ocean Ridge, FL 33435 (PCN 46434522000050120).

AWARD: Successful Vendor 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.

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.

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 the 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.

PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

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 with work, material, and dimensions except when the Utilities Project Manager may authorize an exception in writing. 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.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.
b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times. The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.
c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect an agent, servant or employee of the City.

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 that 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 an 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.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials, and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.
b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work of other Vendors and to acts or operations of the City and shall properly join his work to existing or new construction.
c. All materials and every process and operation of manufacture, construction, and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

U.S. PRODUCED IRON AND STEEL:

Work must comply with the requirements of Section 255.0993, Florida Statutes, which requires any iron or steel product permanently incorporated in the project must be produced in the United States.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed all machinery, equipment surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

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. - Thomas Close, Vice President, Close Consrtuction 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. 5 - CLARIFICATIONS - UTL24-011 Oceantfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant Wed October 23 2024 04:32 PM	☑	1
Addendum No. 4 - UTL24-011 Oceantfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant Mon October 14 2024 09:14 PM	☑	1
Addendum No. 3 - UTL24-011 Oceantfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant Wed October 9 2024 10:08 AM	☑	14
Addendum No. 2 - UTL24-011 Oceantfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant Fri October 4 2024 12:58 PM	☑	2
Addendum No. 1 - UTL24-011 Oceantfront Park Wastewater Treatment Plant (Beach Plant) Upgrades - State Grant Thu September 26 2024 11:33 AM	☑	7

BID FORM

OCEANFRONT PARK WASTEWATER TREATMENT PLANT

(BEACH PLANT) UPGRADES – STATE GRANT

BID No.: UTL24-011

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking the services of a qualified Vendor to furnish, install and provide all labor to complete the City's project known as **OCEANFRONT PARK WASTEWATER TREATMENT PLANT (BEACH PLANT) UPGRADES – STATE GRANT.**

The work under this project consists of: The purpose of this bid is to seek the services of a qualified Vendor for upgrades to the Oceanfront Park Wastewater Treatment Facility including but not limited to rotating biological contactor, instrumentation and controls, electrical, roof, doors, access hatches, ventilation, fencing, and landscaping. Oceanfront Park Wastewater Treatment Plant is located at 6415 N. Ocean Blvd, Ocean Ridge, FL 33435 (PCN 46434522000050120).

Submitted By: Close Construction Services, LLC (VENDOR) Date: 10-24-2024

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

In order to be considered for this project, **the Vendor must** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years in the State of Florida, and must be able to document the required experience upon request.

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 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 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.

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4. VENDOR proposes to furnish the WORK in conformity with the drawings and specifications and at the lump sum listed below. 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.

5. VENDOR agrees that the WORK will be substantially completed within **210** consecutive calendar days after the receipt of the Notice to Proceed and final completion will occur within **30** consecutive calendar days after the Notice of Substantial Completion.

6. VENDOR accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

7. Communications concerning this Bid shall be as follows:

Contact Person	Thomas J. Close
Business Address	305 NW 4th Ave
City, State, Zip Code	Okeechobee, FL 34972
Business Phone Number	863.467.0831
Email Address	ccs@closeconstructionllc.com
Cell Phone Number	TBD

8. Other pertinent information is as follows:

License Number (Please Attach Copy) CGC1526474

Federal Tax ID# 85-0974573

Federal Employment ID # _____

Submitted on this 24 day of October, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By Thomas J. Close

Attested by Secretary _____

Incorporated under the laws of the State of Florida.

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BIDDER'S QUALIFICATION STATEMENT

OCEANFRONT PARK WASTEWATER TREATMENT PLANT

(BEACH PLANT) UPGRADES – STATE GRANT

BID No.: UTL24-011

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: Close Construction Services, LLC

Address: 305 NW 4th Ave

City, State, Zip: Okeechobee, FL 34972

Telephone No.: 863.467.0831

Email Address.: ccs@closeconstructionllc.com

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: Close Construction Services, LLC

   The address of the principal place of business is: 305 NW 4th Ave., Okeechobee, FL 34972

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: 4.16.20218

   b. State of Incorporation: Florida

   c. President's name: Thomas C. Close

   d. Vice President's name: Thomas J. Close

   e. Secretary's name: Melissa Stone

   f. Treasurer's name: Sheryl Wells

   g. Name and address of Resident Agent: Thomas J. Close, 305 NW 4th Ave Okeechobe, FL 34972

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:

c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?
Lime Softening Plant Rehabilitation - Hypochlorite System Upgrades.
Completed: May 2017, Contact: Frederick Bloetscher 239-250-2423
Email: h2o-man@bellsouth.net

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?
6 years

Under what other former names has your organization operated?
None

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).
See Attached Resume of Thomas C. Close

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 General Contractor License. License number is CGC1526474

11. Will you sublet any part of this WORK? If so, give details.
yes, see Attached list of Subcontractor List.

12. State the name and address of the Attorney, if any, for the business.
None

13. State the names and addresses of all businesses and/or individuals who own and have an interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned by each such business and/or individual:

Thomas C. Close, President 305 NW 4th Ave
Okeechobee, FL 34972 100%

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?
one business day

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.
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
Tabitha Trent, Vice President, 2100 S. Parrott Avenue
Okeechobee, FL 34974, 863-824-4353

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	700,000
b.	Non-Governmental Related Work	0
	Total Work (a +b):	700,000

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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.
Regular meetings with owner, engineer and contractor. Also regular sheduled progress meetings.

25. Provide a description of quality assurance/quality control management methods.
Testing / Inspection will be done when nesscecary.

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) Vice President

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024 by Thomas J. Close, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 24 day of October, 2024.

_____
Notary Public (Signature)

My Commission Expires: October 24, 2027

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

OCEANFRONT PARK WASTEWATER TREATMENT PLANT
(BEACH PLANT) UPGRADES – STATE GRANT
BID No.: UTL24-011

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024, by Thomas J. Close, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 24 day of October, 2024

Printed Information:

Thomas J. Close
NAME

Vice President
TITLE

Close Construction Services, LLC
COMPANY

Courtney Galassi
NOTARY PUBLIC, State of Florida
at Large

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 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

OCEANFRONT PARK WASTEWATER TREATMENT PLANT

(BEACH PLANT) UPGRADES – STATE GRANT

BID No.: UTL24-011

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Okeechobee)

Thomas J. Close, being first duly sworn, deposes and says that:

1) He is Vice President (Title) of Close Construction Services, LLC (Name of Corporation or Integrator), the proposer 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 proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the 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
None	

Witnesses:

Courtney Galassi

Typed name: Courtney Galassi

Sheryl Wells

Typed name: Sheryl Wells

VENDOR:

Signed:

Name: Thomas J. Close

Title: Vice President

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024 by Thomas J. Close, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 24 day of October, 20 24

Courtney Galassi
Notary Public (Signature)

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

My Commission Expires: October 24, 2027

(Signed) Courtney Galassi

(Title) Bid Clerk

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

OCEANFRONT PARK WASTEWATER TREATMENT PLANT
(BEACH PLANT) UPGRADES – STATE GRANT
BID No.: UTL24-011

TO BE COMPLETED AND UPLOADED ONLINE

I, Thomas J. Close, Vice President, on behalf of Close Construction Services, LLC certify
Print Name and Title — Company Name

that Close Construction 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 Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to 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 Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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.

Close Construction Services, LLC
COMPANY NAME

SIGNATURE

Thomas J. Close
PRINT NAME

Vice President
TITLE

10-24-2024
DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024 by Thomas J. Close, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 24 day of October, 2024

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

Courtney Galassi
Notary Public (Signature)

October 24, 2027
My Commission Expires:

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

WARRANTIES

OCEANFRONT PARK WASTEWATER TREATMENT PLANT

(BEACH PLANT) UPGRADES – STATE GRANT

BID No.: UTL24-011

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

2. That the facts stated in the Vendor's Bid and information given to the Vendor pursuant to the request or proposal for Bids, instructions to Vendors, and Specifications are true and correct in all respects; and

3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

4. That the Vendor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest and other lien, and that the Vendor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract, are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Vendor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance, the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, whereupon the Vendor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period, the Vendor will either furnish duplicate materials or at its option, refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Vendor has products liability and

completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Vendor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to any other Warranties offered; and

12. That it is agreed and understood by the Vendor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 21 day of October, 2024.

(SEAL)

VENDOR: Close Construction Services, LLC

By _____

ATTEST:

_____
Secretary

TRENCH SAFETY ACT AFFIDAVIT

OCEANFRONT PARK WASTEWATER TREATMENT PLANT
(BEACH PLANT) UPGRADES – STATE GRANT
BID No.: UTL24-011

TO BE COMPLETED AND UPLOADED ONLINE

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Vendor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

Close Construction Services, LLC
Name of Proposer

Authorized Signature of Proposer

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024 by Thomas J. Close, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 24 day of October, 20 24

Courtney Galassi
Notary Public (Signature)

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

My Commission Expires: October 24, 2027

(Signed) _____

(Title) Vice President

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
N/A					

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

ACRISURE®
AN EXTRAORDINARY ADVANTAGE℠

10/22/2024

Re: Close Construction Services, LLC
Project: City of Boynton - Oceanfront Park Wastewater Treatment Plant

To Whom It May Concern,

American Southern Insurance Company and Acrisure LLC of Fort Myers, Florida, provide surety credit to Close Construction Services, LLC and has since 2022. American Southern Insurance Company has an A.M. Best rating of "A" (Excellent) and a financial size of VII.

We will consider typical single bond requests in the amount of $1,000,000.00 and with an aggregate backlog totaling $4,000,000.00. Individual bonds above the limits will be considered on the merits at the time of request.

We are confident with management's ability to perform and manage their work. We recommend Close Construction Services, LLC for your consideration.

The issuance of surety credit is a matter between the principal and surety and conditioned upon the principal continuing to satisfy underwriting conditions at the time of a bond request. We assume no responsibility or liability to you or any other third party should we decline to issue bonds.

Respectfully,

Kevin R. Wojtowicz
Attorney in Fact for Surety

5260 Summerlin Commons Way, Suite 302, Fort Myers, FL 33907 | P: 239.243.9729 | F: 239.791.1074 | https://acrisure.com/southeast

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CLOSE, THOMAS CHRISTOPHER

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4TH AVENUE
OKEECHOBEE FL 34972

LICENSE NUMBER: CGC1526474

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2024

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 Pritchards And Associates 10791 SW Tradition Square Port Saint Lucie FL 34987	CONTACT NAME: Selena Rodriguez PHONE (A/C, No, Ext): (863) 763-7711 FAX (A/C, No): E-MAIL ADDRESS: selena@pritchardsinc.com
INSURED CLOSCON-01 Close Construction Services, LLC, Close Construction, LLC PO BOX 2558 OKEECHOBEE FL 34973-2541	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Southern Owners — 10190 INSURER B : Auto-Owners Insurance Company#~ — 18988 INSURER C : Florida Citrus Business & Industry for Work Comp — 31259 INSURER D : Guideone National Insurance Co — 14167 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1930322189 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		72637778	6/14/2024	6/14/2025	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			4457286400	6/14/2024	6/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ 1,000,000 $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	10665448-2024	4/1/2024	4/1/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Inland Marine Pollution			72637778 ENV562012894-01	6/14/2024 1/13/2024	6/14/2025 1/13/2025	Rented Equipment Aggregate Limit Each Poll. Condition	100,000 2,000,000 1,000,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

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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CORPORATE RESOLUTION

CLOSE CONSTRUCTION SERVICES , LLC.

RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, CLOSE CONSTRUCTION SERVICES, LLC. desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s):

THOMAS C. CLOSE
THOMAS J. CLOSE

The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and oilier instruments of whatever nature entered into by this company.
The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of CLOSE CONSTRUCTION SERVICES, LLC, a Limited Liability Company duly formed pursuant to the laws of the state of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Limited Liability Company on May 23, 2024, and that said resolution is now in full force and effect Without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the seal of the above-named Limited Liability Company this 23rd day of May, 2024.

MELISSA A. STONE, Secretary

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.)

Close Construction 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) C

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.

305 NW 4th Avenue

6 City, state, and ZIP code

Okeechobee, FL, 34972

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

8	5	–	0	9	7	4	5	7	3

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** Sheryl Wells, Treasurer **Date** 5/28/2024

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
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **OCEANFRONT PARK WWTP (BEACH PLANT) UPGRADES – STATE GRANT**
Solicitation No.: **UTL24-011**

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with,

an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Close Construction Services, LLC
Authorized Signature:
Print Name: Thomas J. Close
Title Vice President
Date: 10-24-2024
Phone: 863.467.0831

STATE OF Florida)
COUNTY OF Okeechobee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024, by Thomas J. Close on behalf of Close Construction Services, LLC. He/she is personally known to me or has produced _____ as identification.

Courtney Galassi
NOTARY PUBLIC

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

Courtney Galassi
(Name of Notary Typed, Printed or Stamped)

Bid Clerk
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

OCEANFRONT PARK WASTEWATER TREATMENT PLANT
(BEACH PLANT) UPGRADES – STATE GRANT
BID No.: UTL24-011

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: October 24, 2024

Entity: Close Construction Services, LLC

Signed: _____

Name: Thomas J. Close

Title: Vice President

STATE OF Florida
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024, by Thomas J. Close, as Vice President for Close Construction Services, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Courtney Galassi

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

My commission expires: October 24, 2027

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

OCEANFRONT PARK WASTEWATER TREATMENT PLANT
(BEACH PLANT) UPGRADES – STATE GRANT
BID No.: UTL24-011

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: October 24, 2024

Signed: _____

Entity: Close Construction Services, LLC

Name: Thomas J. Close

Title: Vice President

STATE OF Florida
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of October, 2024, by Thomas J. Close, as Vice President for Close Construction Services, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Courtney Galassi

My commission expires: October 24, 2027

COURTNEY GALASSI
MY COMMISSION # HH 457941
EXPIRES: October 24, 2027

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: **OCEANFRONT PARK WWTP (BEACH PLANT) UPGRADES – STATE GRANT**

BID NO.: **UTL24-011**

Courtney Galassi, Bid Clerk as an authorized representative of:
(Name and Title of Representative)

Close Construction Services, LLC (hereinafter called the Vendor) located at
(Name of Company)

305 NW 4th Ave, Okeechobee, FL 34972 and that said
Company Address

Vendor has visited the site of the work and has carefully examined the plans and specifications for said project and checked them in detail before submitting his bid or proposal.

9.20.2024
DATE OF INSPECTION

Courtney Galassi
COMPANY REPRESENTATIVE SIGNATURE

Bid Clerk
TITLE

OWNER'S REPRESENTATIVE (City) **DATE** 09/20/24

SIGNATURES FOR MANDATORY SITE INSPECTION

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

OCEANFRONT PARK WASTEWATER TREATMENT PLANT
(BEACH PLANT) UPGRADES – STATE GRANT
BID No.: UTL24-011

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Close Construction Services, LLC as Principal, and American Southern 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 (5%) of the Contractors Bid Dollars ($Five Percent (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 October 24th, 20 24, for:

(OCEANFRONT PARK WWTP BEACH PLANT UPGRADES – STATE GRANTS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) days after the date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the Owner 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 Owner the difference between the amount specified in such Bid and the amount for which the Owner may procure the required work and supplies if the latter amount is 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 24th day of October, 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:

Close Construction Services, LLC
Name of Firm

WITNESS:

Signature of Authorized Officer (affixed seal)

Vice President
Title

305 Nw 4Th Ave.
Business Address

Okeechobee, FL 34972
City and State

SURETY:

American Southern Insurance Company
Corporate Surety

WITNESS:

Cathy Phan

Attorney-in-Fact (affix seal) Kevin R. Wojtowicz, Attorney-in-Fact

1000 Central Ave #200
Business Address

St. Petersburg, FL 33705
City and State

Acrisure LLC
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, Melissa Stone, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Thomas J. Close who signed the such Bid Bond on behalf of the Principal, was then Vice President of such Corporation; that I know his signature, and his 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 Lee County)

Before me, a Notary Public duly commissioned, qualified, and acting, personally appeared by means of ☒ physical presence or ☐ online notarization Kevin Wojtowicz to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the American Southern Insurance Company and that he has been authorized by American Southern Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the City of Boynton Beach.

CATHY U PHAN
Notary Public - State of Florida
Commission # HH 187013
My Comm. Expires Oct 15, 2025

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: UTL24-011

Bidder: Close Construction Services, LLC

Name: _____

Address: 305 Nw 4Th Ave.

City/ State: Okeechobee, FL ZIP: 34972

Phone: (863) 467-0831

Bond Amount: Five Percent (5%) of the Contractors Bid

SURETY BOND COMPANY:

Name: American Southern Insurance Company

Address: P.O. Box 723030

City/ State: Atlanta , GA ZIP: 31139-0030

Phone: 727.209.1803

This is to certify that in accordance with Chapter 287.0935, Florida Statutes, the insurer named above:

1. Holds is licensed to do business in Florida, holds a certificate of authority authorizing it to write surety bonds in the state of Florida, and is otherwise in compliance with the provisions of the Florida Insurance Code;
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.

10.24.2024
Date

Agent and Attorney-in-Fact

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street, Topeka, Kansas 66611 — Mailing Address: 3715 Northside Pkwy, NW, STE 4-800, Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $2,000,000 (Two Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary, this 7th day of April, 2017.

Attest: _____ American Southern Insurance Company

Melonie A. Coppola, Corporate Secretary — By: _____ Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

AMERICAN SOUTHERN INSURANCE COMPANY CORPORATE SEAL 1936 KANSAS

(CORPORATE SEAL)

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL NOTARY PUBLIC CHEROKEE COUNTY, GA My Commission Expires 03-12-2025

_____
Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

AMERICAN SOUTHERN INSURANCE COMPANY CORPORATE SEAL 1936 KANSAS

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 24th day of October, 2024

_____
Jerry A. Underwood
Vice President – Surety

POA NUMBER:

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4th Avenue, Okeechobee, FL 34972
Phone: 863.467.0831
State License #CGC1526474

Subcontractors

Name	Scope of Work
Gilmore Electric Co., Inc.	Electrical
C. C. Controls Corp.	Systems Controls & Integration
River Birch Global Water, Inc.	REB Rehab
Titans Protective Coatings, LLC	Coatings

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4th Avenue, Okeechobee, FL 34972
Phone: 863.467.0831
State License #CGC1526474

THOMAS C. CLOSE, President/ Project Manager

TECHNICAL EXPERTISE / QUALIFIER

EDUCATION
B.S. Building and Construction, University of West Florida

A.A. Indian River Community College

LICENSE
Licensed General Contractor – State of Florida #CGC1526474

YEARS EXPERIENCE
35+

Mr. Close has over 35 years of professional experience in commercial, civil, and residential construction. He has a history of producing quality projects which are completed on schedule and within the budget. Mr. Close has successfully completed several fast-track design-build projects by employing effective coordination between all team members (design, construction, and Owner).

EXPERIENCE HIGHLIGHTS – (Completed as Project Manager for Close Construction, LLC)

- Southport Unit 5 Area Vacuum Sewer System. Project Manager. Construction of a vacuum station CMU Building to house vacuum sewer collection system. Work included construction of the CMU building, installation of metal roof, overhead doors, aluminum doors, louvers, HVAC, plumbing and electrical work. Installation of pipe, valves and fittings. Completed: July 2020

- BC BSS Facility Upgrades Dock Addition. Project Manager. Demolition of an existing dock, construction of a new dock including installation of 10" PT Timber Piles, 2" x 6" Joist framing, 2" x 6" deck boards and new PT railing. Completed: January 2020

- Boy and Girls Club Kitchen Renovation. Project Manager. Interior alteration to existing kitchen area, selective demolition, new wall, flooring, title ceiling, painting, purchase and installation of a new AC unit, installation of new kitchen equipment. Completed: April 2019

- Landfill Trap Replacement. Project Manager. Removal of existing tire ballast and damaged 12 mil rain trap, repairs of slope erosion, install new rain trap with tire ballast. Completed: May 2018

- Three Island Reuse Irrigation Project. Project Manager. Installation of approximately 3,775 LF of pressurized reuse irrigation main, installation of irrigation service lines, storage tank construction of a pump station, road restoration, pressure testing. Completed: April 2018.

- Ahfachkee School Expansion – Generator and Trailer Relocation Project, Clewiston, FL. – Project Manager. Relocation of two trailers, generator, and construction of a generator pad and sidewalk. Completed: February 2018.

- ADA and Drainage Improvements at Wabasso School Sebastian, FL – Project Manager. Remove and replace concrete walk, ramps and stairs to meet ADA standards and update drainage system to capture downspout from walkway roof. Completed: April 2017.

- Big Cypress Seminole Indian Reservation Western Water Conservation Basin 2, Siphon 2, Clewiston, FL – Project Manager. Construction of four new pump stations and construction of levees and canals. Completed: March 2017.

- Eastern Regional Water Supply Facility Laboratory Air Flow Control System and Misc Improvements, Orlando, FL – Project Manager. Remove of the existing chain link fencing and replacement with new 8' chain link fence with three strands of barbwire including gates. Replacement of laboratory air flow control system including new supply air valves and exhaust air valves. Includes control software, programming, dell computer and monitor. Replacement of air cooled water chillers including interface with the building. Completed: December 2016.

- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.

- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary

access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.

- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.

- G435 Pump Station (G509B Compartment B Build-Out), Palm Beach County, Florida – Project Manager. The project is part of the South Florida Water Management District's Everglades Restoration Plan. It involved the construction of a 480-cubic foot per second pump station utilizing (3) three Axial pumps with 160-cubic foot per second capacity each and the installation of berms and levees located in Compartment B of the Everglades. Completed December, 2011.

- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Boromei. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.

- Locals Restaurant Building & Site Work, Okeechobee, Florida – Project Manager. This project was an 8,529 S.F. design-build project utilizing a 2-story Varco Pruden metal building. Original building layout included custom bar, ice cream parlor, mezzanine, commercial kitchen, and restaurant areas. Completed in 2005.

CLOSE CONSTRUCTION SERVICES, LLC

INTERIM FINANCIAL STATEMENTS

AND

SUPPLEMENTARY SCHEDULES

(Unaudited - Read Accountant's Review Report)

Six-Month Period Ended June 30, 2023

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SALLIE C. WATSON

CERTIFIED PUBLIC ACCOUNTANT

2525 86th AVENUE

VERO BEACH, FLORIDA 32966

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Management
Close Construction Services, LLC

I have reviewed the accompanying interim financial statements of Close Construction Services, LLC, which comprise the balance sheets as of June 30, 2023 and December 31, 2022 and the related interim statements of income, changes in member's equity, and cash flows for the six-month periods ended June 30, 2023 and 2022, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my conclusion.

I am required to be independent of Close Construction Services, LLC and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to the reviews.

Accountant's Conclusion

Based on my reviews, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying supplementary information, "Schedule I - Contracts in Progress" and "Schedule II – Completed Contracts" as of June 30, 2023 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary schedules are the responsibility of management and were derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. "Schedule I - Contracts in Progress" and "Schedule II – Completed Contracts" have been subjected to the review procedures applied in my review of the basic financial statements. I am not aware of any material modifications that should be made to Schedule I or Schedule II. I have not audited the "Schedule I – Contracts in Progress" or "Schedule II – Completed Contracts" and do not express an opinion on it.

Sallie C. Watson, CPA

July 14, 2023

CLOSE CONSTRUCTION SERVICES, LLC
INTERIM BALANCE SHEETS
June 30, 2023 and December 31, 2022

ASSETS

	6/30/2023	12/31/2022
Current assets:		
Cash	$ 231,754	$ 75,180
Contracts receivable	117,237	-
Contract assets		2,640
Materials inventory	687	-
Total current assets	349,678	77,820
Total assets	$ 349,678	$ 77,820

LIABILITIES AND MEMBER'S EQUITY

Accounts payable	$ 111,145	$ 2,112
Contract liabilities	28,842	-
Total current liabilities	139,987	2,112
Total liabilities	139,987	2,112
Member's equity	220,301	75,708
Total liabilities and member's equity	$ 360,288	$ 77,820

CLOSE CONSTRUCTION SERVICES, LLC

INTERIM STATEMENTS OF INCOME

Six Months Ended June 30, 2023 and 2022

	Six Months Ended 06/30/23	Six Months Ended 06/30/22
Contract revenues earned	$ 352,212	$ -
Costs of revenues earned:		
Materials	43,375	-
Equipment	1,040	-
Subcontractors	237,186	-
Other job related costs	41,052	-
Total costs of revenues earned	322,653	-
Gross profit	29,559	-
General and administrative expense:		
Bad debt	5,000	-
Rent	383	-
Telephone	40	-
Professional Fees	1,800	-
Insurance	5,693	-
Office expense	383	-
Taxes and licenses	212	139
Fees	579	-
Continuing education	315	-
Bidding and Miscellaneous	561	48
Total	14,966	187
Net Income (loss)	$ 14,593	$ (187)

CLOSE CONSTRUCTION SERVICES, LLC

INTERIM STATEMENTS OF CHANGES IN MEMBER'S EQUITY

Six Months Ended June 30, 2023 and 2022

	Six Months Ended 06/30/23	Six Months Ended 06/30/22
Member's equity, Beginning	$ 75,708	$ 1,100
Capital Contributions	130,000	26,000
Net Income (Loss)	14,593	(187)
Member's equity, June 30, 2023 and 2022	$ 220,301	$ 26,913

CLOSE CONSTRUCTION SERVICES, LLC

INTERIM STATEMENTS OF CASH FLOWS

Six Months Ended June 30, 2023 and 2022

	Six Months ended 6/30/23	Six Months Ended 6/30/22
Cash flows from operating activities:		
Net Income (loss)	$ 14,593	$ (187)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Increase in contracts receivable	(127,847)	-
Increase in materials inventory	(687)	-
Decrease in costs and estimated earnings in excess of billings on uncompleted contracts	2,640	-
Increase in accounts payable & accrued liabilities	109,033	-
Increase in billings in excess of costs and estimated earnings on uncompleted contracts	28,842	-
Total adjustments	11,981	-
Net cash used in operating activities	26,574	(187)
Cash flows from investing activities	-	-
Cash flows from financing activities:		
Member's capital contribution	130,000	26,000
Net cash provided by (used in)financing activities	130,000	26,000
Net increase in cash	156,574	25,813
Cash, beginning	75,180	816
Cash, ending	$ 231,754	$ 26,629

CLOSE CONSTRUCTION SERVICES, LLC
NOTES TO INTERIM FINANCIAL STATEMENTS
June 30, 2023

(1) Organization

Close Construction Services, LLC (the Company) is engaged in business as a licensed general contractor. The Company began activities in 2022. The principal business of the Company is commercial and residential construction, operating principally in the South and Central Florida areas.

(2) Summary of significant accounting policies

Income Recognition/Performance obligations - Revenues from fixed-price contracts are recognized over time based on the percentage-of-completion method. Under this method, contract revenues are recognized based upon the percentage that accrued costs to date bear to total estimated costs for each individual contract. This method is used because management considers total cost to be the best available measure of progress on contracts.

Costs of revenues earned include direct contract costs of labor, payroll taxes, and materials, equipment rental and other direct costs. General and administrative costs are charged to expense as incurred. Provision for estimated losses on uncompleted contracts is made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, change orders and settlements are accounted for as changes in estimates in the current period.

Cash and cash equivalents - The Company considers deposits that can be redeemed on demand and investments that have original maturities of less than three months, when purchased, to be cash equivalents.

Accounts receivable - The Company uses the allowance method for doubtful accounts equal to the estimated uncollectible amounts. The Company's estimate is based on historical collection experience, management's assessment of the credit history with contractors having outstanding balances and current relationships with them, and a review of the current status of trade accounts receivable. It is reasonably possible that the Company's estimate of the allowance for doubtful accounts will change.

Contract balances - Contract assets include costs and estimated earnings in excess of billings on uncompleted contracts, and represent revenues recognized in excess of amounts billed. Contract liabilities include billings in excess of costs and estimated earnings on uncompleted contracts and represent billings in excess of revenues recognized.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. These estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

Advertising - It is the Company's policy to expense advertising costs as incurred. No advertising costs were incurred for the six months ended June 30, 2023 and 2022.

CLOSE CONSTRUCTION SERVICES, LLC
NOTES TO INTERIM FINANCIAL STATEMENTS
June 30, 2023

(2) Summary of significant accounting policies (continued)

Income taxes – The Company does not record a provision for U.S. federal, state, or local income taxes because the member reports the Company's income or loss on his income tax return.

(3) Cash

The Company maintains cash balances at a single financial institution. Accounts are presently insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The Company had no uninsured cash balances at June 30, 2023 and December 31, 2022.

(4) Accounts receivable

Accounts receivable consist of the following:

	6/30/23	12/31/2022
Contracts receivable:		
Completed Contracts	$ 113,662	$ -
Contracts in progress	-	-
	113,662	-
Retainage receivable	8,575	-
Less allowance for doubtful accounts	(5,000)	-
	$ 117,237	$ -

(5) Contract Balances

Contract balances at June 30, 2023 and December 31, 2022 are summarized as follows:

	6/30/2023	12/31/2022
Costs incurred on uncompleted contracts	$ 165,022	$ 2,112
Estimated earnings	18,336	528
Contract revenue earned on uncompleted contracts	183,358	2,640
Billings-to-date (including conditional retainage)	212,200	-
Less: Conditional retainage	(10,610)	-
Billings to date (excluding conditional retainage)	201,590	-
Contract Assets (Contract liabilities)	$ (18,232)	$ 2,640

CLOSE CONSTRUCTION SERVICES, LLC
NOTES TO INTERIM FINANCIAL STATEMENTS
June 30, 2023

(6) Related Party Transactions

The Company hires its construction labor force and an electrical sub-contractor under informal month-to-month arrangements with parties related to it by common management. It also reimburses the related party for clerical work performed on behalf of the Company. Construction and clerical payroll and payroll taxes paid to a related party during the six-month period ended June 30, 2023 totaled $126,050.84. Payments for electrical sub-contract work during the same period totaled $9,006,90. No payments for these services were made during the year ended December 31, 2022. There were no accounts payable due to these related companies at June 30, 2023 or December 31, 2022.

(7) Surety Bonds

The Company, as a condition for entering into certain of its construction contracts, must furnish payment and performance bonds to contract owners. At June 30, 2023, the Company had an outstanding surety bond in the amount of $621,916.

(8) Comprehensive income

The Company has no items of other comprehensive income in any period presented. Therefore, net income as presented in the company's statements of income equals comprehensive income.

(9) Backlog

The following schedule presents a reconciliation of backlog representing the amount of revenue the company expects to realize from work to be performed on uncompleted contracts in progress at June 30, 2023.

Balance, December 31, 2022	$ 788,617
New contracts and adjustments	45,153
	833,770
Less: Contract revenue earned, 2023	(352,212)
Balance, June 30, 2023	$ 481,558

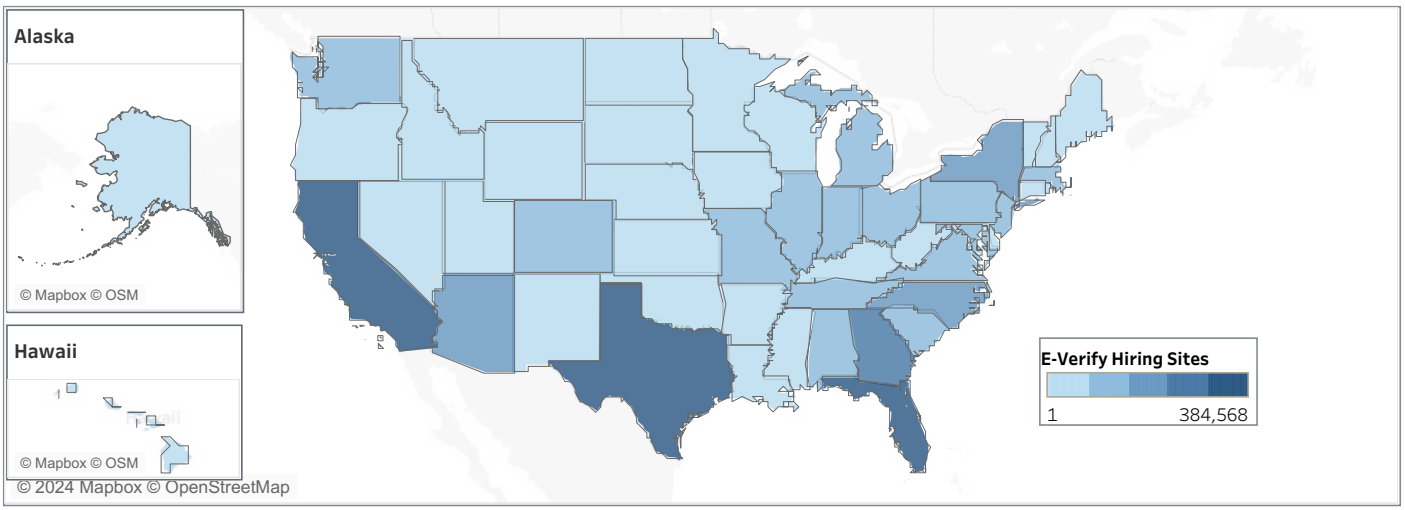
SUPPLEMENTARY INFORMATION

CLOSE CONSTRUCTION SERVICES, LLC
SCHEDULE II – CONTRACTS IN PROGRESS
Six-Month Period Ended June 30, 2023

Contract		Contract Totals				Before January 1, 2023			From Inception to June 30, 2023					At June 30, 2023		Six-Month Period Ended June 30, 2023		
Job	Customer	Revenues	Cost of Revenues	Gross Profit	Est. Prof %	Revenues	Cost of Revenues	Gross Profit	Revenues Earned	Costs of Revenues	Gross Profit	% of Complet	Billed To to Date	Estimated Costs to Complete	Costs & Estimated Earnings in Excess of Billings/ (Billings in Excess of Costs & Estimated Earnings)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
001-PSL Sportsman's Park Maint. Bldg		$ 621,916	$ 559,724	$ 62,192	10%	$ 2,130	$ 1,704	$ 426	$ 183,358	$ 165,022	$ 18,336	29.48%	$ 212,200	$ 394,702	$ (28,842)	$ 181,228	$ 163,318	$ 17,910
004-Lakeland Seminole Indian Well Pr		43,000	38,700	4,300	10%	-	-	-	-	-	-	0.00%	-	38,700	-	-	-	-
		$ 664,916	$ 598,424	$ 66,492		$ 2,130	$ 1,704	$ 426	$ 183,358	$ 165,022	$ 18,336		$ 212,200	$ 433,402	$ (28,842)	$ 181,228	$ 163,318	$ 17,910
															Cost & Recognized Earnings in Excess of Bil			
															Billings in Excess of Costs & Estimated Billing	(28,842)		
																(28,842)		
														Completed Jobs		$ 170,984	$ 159,333	$ 11,651
														Total		$ 352,212	$ 322,651	$ 29,561

CLOSE CONSTRUCTION SERVICES, LLC
SCHEDULE II – COMPLETED CONTRACTS
Six-Month Period Ended June 30, 2023

Contract	Contract Totals				Before January 1, 2023				Jan 1,2023 thru June 30, 2023			
	Revenues	Cost of Revenues	Gross Profit (Loss)	Gross Prof %	Revenues	Cost of Revenues	Gross Profit (Loss)	Gross Prof %	Revenues	Cost of Revenues	Gross Profit (Loss)	Gross Prof %
2 - Fellsmere Police Station	$ 171,494	$ 154,385	$ 17,109	9.98%	$ 510	$ 408	$ 102	0.02%	$ 170,984	$ 153,875	$ 17,109	10.01%
Indirect Bidding Costs		5,458	(5,458)							5,458	(5,458)	
Total	$ 171,494	$ 159,843	$ 11,651	6.79%	$ 510	$ 408	$ 102	0.00%	$ 170,984	$ 159,333	$ 11,651	



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by **Last Updated Date** in descending order and default filtered to show employers enrolled **this year**]

Business Name [Input Employer's legal name or DBA name]
Contains "Close Construct"

Industry Type
All

Account Status
- [x] Open
- [x] Terminated

Opted into E-Verify+
- [x] No
- [x] Yes

State/Territory
All

Date Enrolled [Select last 30 years for all data]
01/01/2019 to 12/31/2024

Total Records Filtered: 2

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations	
6/21/2024	Close Construction Services, LLC	Close Cons..	Open	No	7/28/2022		10 to 19	FL	1

Detail by Entity Name

Florida Limited Liability Company
CLOSE CONSTRUCTION SERVICES, LLC

Filing Information

Document Number	L18000095509
FEI/EIN Number	85-0974573
Date Filed	04/16/2018
Effective Date	04/16/2018
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	04/23/2020
Event Effective Date	NONE

Principal Address

305 NW 4TH AVE
OKEECHOBEE, FL 34972

Changed: 03/23/2020

Mailing Address

305 NW 4TH AVE
OKEECHOBEE, FL 34972

Changed: 03/23/2020

Registered Agent Name & Address

CLOSE, THOMAS Jacob
305 NW 4TH AVE
OKEECHOBEE, FL 34972

Name Changed: 03/23/2020

Address Changed: 03/23/2020

Authorized Person(s) Detail

Name & Address

Title MGR

CLOSE, THOMAS Jacob
305 NW 4TH AVE
OKEECHOBEE, FL 34972

Title President

Close, Thomas C
305 NW 4th Avenue
Okeechobee, FL 34972

Title Treasurer

Wells, Sheryl L
305 NW 4th Avenue
Okeechobee, FL 34972

Title Secretary

Stone, Melissa A
305 NW 4TH AVE
OKEECHOBEE, FL 34972

Title VP

Boromei, Danny L
305 NW 4TH AVE
OKEECHOBEE, FL 34972

Title VP

Close, Thomas J
305 NW 4TH AVE
OKEECHOBEE, FL 34972

Annual Reports

Report Year	Filed Date
2022	02/07/2022
2023	04/04/2023
2024	02/19/2024

Document Images

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02/01/2021 -- ANNUAL REPORT	View image in PDF format
05/08/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
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LICENSEE DETAILS

9:35:33 AM 10/25/2024

Licensee Information

Name:	**CLOSE, THOMAS CHRISTOPHER (Primary Name)**
	CLOSE CONSTRUCTION SERVICES, LLC (DBA Name)
Main Address:	**305 NW 4TH AVENUE OKEECHOBEE Florida 34972**
County:	**OKEECHOBEE**
License Location:	**305 NW 4TH AVENUE OKEECHOBEE FL 34972**
County:	**OKEECHOBEE**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1526474**
Status:	**Current,Active**
Licensure Date:	**05/23/2018**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**05/23/2018**

Alternate Names

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Civil Experience

Project Name:	**Delaware Chicken Catch Basins**
Owner:	**Seminole Tribe of Florida**
Address:	**6300 Striling Rd. Hollywood, FL**
Contact Person:	**Odet Diaz**
Telephone:	**787-949-0939**
Email:	**odet.diaz@jacobs.com**
Value of Work:	**$186,124.17**
Completion Date:	**March 2019**
Description:	**Provide and install 6 catch basins and Type III Asphalt**

Project Name:	**BVL Drainage Improvements – Trash Collection Skimmer**
Owner:	**Osceola County**
Address:	**1 Courthouse Square, Kissimmee, FL 34741**
Contact Person:	**Jose M Ortiz**
Telephone:	**321-387-2378**
Email:	**jose.ortiz4@osceola.org**
Value of Work:	**$696,256.32**
Completion Date:	**July 2024**
Description :	**Project includes excavation, earthwork, and grading required for the construction of a reinforced concrete mat to provide stabilization. Work also included construction of trash collection skimmer.**

Project Name:	**Raingarden/Stormwater Project**
Owner:	**City of Winter Haven**
Address:	**401 6th St SW, Winter Haven, FL 33880**
Contact Person:	**Devon Moore**
Telephone:	**863-557-4526**
Email:	**dmoore@mywinterhaven.com**
Value of Work:	**$589,284.45**
Completion Date:	**June 2024**

Description : **Project includes excavation and grading required in the construction of multiple raingarden stormwater treatment systems. Work also included installation of exfiltration trench, concrete flumes and curbing, asphalt repairs, landscaping, and irrigation.**

Wastewater Plant Experience

Project Name: Lime Softening Plant Rehabilitation – Hypochlorite System
Owner: City of Dania Beach
Address: 100 West Dania Beach Blvd. Dania Beach, FL 33004
Contact Person: Fred Bloetscher
Telephone: 239-250-2423
Email: h20_man@bellsouth.net
Value of Work: $281,377.31
Completion Date: August 2017
Description: Upgrades to sodium hypochlorite system including installation of chemical metering pump skids, chemical piping and valves, chemical storage tanks, electrical work, installation of louvers and exhaust fans, overhead doors, and CMU infills.

Project Name: Rehabilitation of WWTU #3
Owner: City of Cooper City
Address: 11791 SW 49th Street Cooper City, FL 33329
Contact Person: Micheal Bailey
Telephone: 954-434-5519
Email: mbailey@coopercityfl.org
Value of Work: $329,644.00
Completion Date: August 2015
Description : Replace air header and catwalk, replace all weirs with new aluminum weirs, replace bar screens with new stainless, install new scum through, install two new skimmer arms.

Project Name: Ackerman Vacuum Sewer Collection Systems Zones 1 & 2
Owner: Charlotte County
Address: 18500 Murdock Cir, Port Charlotte, FL 33948
Prime Contractor : Guymann Construction of Florida, Inc.
Contact Person: Aaron Hunt-Branch
Telephone: 239-574-4174
Email: aaron@guymann.com

Value of Work: $2,025,000.00

Completion Date: July 2023

Description : Construction of Vacuum pump station including cum walls, trusses, metal roof, installation doors, coatings, installation of vacuum equipment, electrical, mechanical and site work.

"Where Quality and Integrity Still Exist"
GILMORE ELECTRIC CO., INC.
2875 Jupiter Park Drive
Suite # 1800, Jupiter, FL. 33458
(561) 744-8008
Fax. (561) 744-8009
License # EC-13004255

ELECTRICAL SCOPE/PROPOSAL

City of Boynton Beach – Ocean front Park WW Facility Rehab

We are pleased to submit our scope and proposal, for the project identified above. Our Electrical proposal includes all labor, material, and taxes. Our bid is based and bid upon our interpretation of the electrical work shown on E Drawings dated December 2023. Clarifications, exceptions, or additions as indicated below are part of this proposal and scope of work.

Included:

1. Gilmore to demo and safe off existing service entrance rated disconnect.
2. Gilmore to furnish and install new 100A NEMA4X SS Service entrance rated disconnect.
3. Gilmore to demo existing control panel and termination panel.
4. Gilmore to demo and safe off existing lighting fixtures and receptacles, conduit, and wire.
5. Gilmore to furnish and install new type A lighting fixtures.
6. Gilmore to furnish and install new explosion proof motor rated switched circuit and disconnect for exhaust fan.
7. Gilmore to furnish and install new explosion proof switches for lighting circuit.
8. Gilmore to furnish and install explosion proof receptacles.
9. Gilmore to remove and replace existing horn and light for combination horn and alarm light.
10. Gilmore to disconnect and safe off 120V power to existing mechanical flow meter and insertion meter.
11. Gilmore to re-route existing generator receptacle circuit to new main control panel location.
12. Gilmore to provide and install main control panel 120/240V 1 phase.
13. Gilmore to provide and install explosion proof termination panel.
14. Gilmore to provide and install mag-meter.
15. Gilmore to subcontract and carry I&C package

Excluded:

1. Fire alarm system devices, wiring, and terminations.
2. Telecom wire, terminations, and all equipment.
3. Furnish and Installation of Exhaust Fan
4. Furnish and Installation of BioWheel Motor
5. HVAC/Exhaust Fan Thermostat switches.
6. Start capacitors or relays for single phase motors.
7. Pressure transmitter or gauges.
8. New generator receptacle.
9. Furnish and install new float switch. (Re-use existing)
10. Integration to any existing PLC or SCADA.
11. Verify existing electrical equipment for overcurrent protection requirements.
12. Bond, Permit fee, Surveying, Electrical design, and/or engineering.
13. Cutting, patching, and coring of walls, floors, or concrete for new electric items.

14. Replacement and/or repair of gypsum board, paint, ceiling tiles, concrete, asphalt deemed unfit.
15. Fire Sealing of Conduits.
16. Liquidated Damages.
17. Porta-Jon & Dumpster Costs.

* **Clarification to scope:**

* This bid is predicated upon the scheduled construction time and overall durations as indicated in the bid documents. Delays not attributable to this subcontractor must provide for extended completion dates and / or compensation for accelerated and/or extended schedules.
* If selected as the electrical contractor for this project, our sub-contract agreement must include as an attachment, this scope and proposal. By listing Gilmore Electric Co., Inc. or using the prices provided by Gilmore Electric Co., Inc. the contractor acknowledges and agrees to the terms and conditions of this scope and proposal.
* This scope and proposal is based on Standard Form of Agreement between contractor and subcontractor as printed by The American Institute of Architects and is contingent upon a subcontract agreement acceptable to Gilmore Electric Co., Inc. We reserve the right to accept or decline any term or clause of any subcontract agreement other than that stated above. We reserve the right to increase our price if we are required to accept terms, clauses, or conditions that increase our costs in any way. Those increases, if any, will be determined by Gilmore Electric Co., Inc.
* Limits of insurance coverage are based on Gilmore Electric Co., Inc. standard certificate of insurance. Copy of certificate is available upon request. Additional coverage's can be provided at no additional cost to Gilmore Electric Co., Inc.
* This proposal is valid for ninety (90) days from the date of submission or as otherwise specified and is subject to a firm commitment in writing, within fifteen (15) days from the date of submission, subject only to owner's award of contract.

We hope this meets with your approval. Should you have any questions or concerns, please contact the undersigned.

Very truly yours,

Collin J. Rogers
Project Engineer

Gilmore Electric Co., Inc.
2875 Jupiter Park Dr. Suite 1800
Jupiter, Florida 33458
(561)744-8008 fax. (561)744-8009
Email: collinr@gilmoreelectric.com
www.gilmoreelectric.com
Where Quality & Integrity Still Exist

C. C. CONTROL CORP.

5760 CORPORATE WAY, SUITE 100
WEST PALM BEACH, FLORIDA 33407

PHONE: 561 293-3975
FAX: 561 293-3976

CUSTOMER: CLOSE CONSTRUCTION

ATTN: JAKE CLOSE
PHONE:

PROJECT: OCEANFRONT PARK WWTF REHABILITATION
CITY OF BOYNTON BEACH

DATE: 10/24/2024

DESCRIPTION	QUAN	TOTAL PAGES 3

C. C. CONTROL CORP. PROPOSES TO FURNISH THE FOLLOWING SECTIONS COMPLETE WITH EXCEPTIONS AS LISTED:

1) SECTION 17050 COMMON WORK RESULTS FOR PROCESS CONTROL AND INSTRUMENTATION SYSTEMS
2) SECTION 17710 CONTROL SYSTEMS: PANELS, ENCLOSURES AND PANEL COMPONENTS

ACKNOWLEDGED ADDENDUMS NO.1 THRU NO.5

EXCEPTIONS:

A) QUOTE DOES NOT INCLUDE ANY CONDUIT SYSTEM OR GAS SEAL OFF'S.
B) QUOTE DOES NOT INCLUDE ANY POWER WIRE OR CABLE.
C) QUOTE DOES NOT INCLUDE ANY DEMOLITION OR INSTALLATION.
D) QUOTE DOES NOT INCLUDE ANY FIELD TERMINATIONS.
E) QUOTE DOES NOT INCLUDE ANY SERVICE MAIN DISCONNECT.
F) QUOTE DOES NOT INCLUDE ANY START CAPACITORS OR RELAYS FOR SINGLE PHASE MOTORS.
G) QUOTE DOES NOT INCLUDE ANY PRESSURE TRANSMITTERS OR GAUGES.
H) QUOTE DOES NOT INCLUDE ANY NEW GENERATOR RECEPTACLE.
I) QUOTE DOES NOT INCLUDE ANY EXPLOSION PROOF LIGHT FIXTURES, RECEPTACLES OR SWITCHES.
J) QUOTE DOES NOT INCLUDE ANY EXPLOSION PROOF EXHAUST FANS OR FAN DAMPERS.
K) QUOTE DOES NOT INCLUDE ANY NEW FLOAT SWITCHES (RE-USE EXISTING)
L) QUOTE DOES NOT INCLUDE INTEGRATION TO ANY EXISTING PLC OR SCADA.

ITEM NO.1

MAIN CONTROL PANEL 120/240V 1 PHASE

SCHAEFER'S SPN4SS-484812 NEMA 4X 304 S.S. DOUBLE DOOR WALL MOUNT ENCLOSURE WITH THE FOLLOWING:	1
A) SIZE: 48"H X 48"W X 12"D	
B) 3 POINT STAINLESS STEEL PADLOCKING HANDLE	
C) SUBPANEL: SPP-4848	1
E) ALUMINUM DEADFRONT	
F) DUAL S.S. DOOR STOP KIT	
G) 304 S.S. DRIPSHIELD	
H) STUDS FOR DOOR SWITCH	
I) CUTOUT FOR WINDOW KIT	
J) SUNSHIELDS: TOP, SIDES AND FRONT PAINTED WHITE	
K) 12 INCH LEG KIT	
L) FINISH: PAINTED WHITE	
SCHAEFER'S SPWKSS6-1212 12" X 12" 316 S.S. WINDOW KIT	1
HOFFMAN AHCI10E CORROSION INHIBITOR	1
HOFFMAN AVDR4SS4 NEMA 4X VENT/DRAIN	1
SQD HDL26100 600V 100A 2 POLE CIRCUIT BREAKERS	2
A & J SHEET METAL CUSTOM ALUMINUM CIRCUIT BREAKER INTERLOCK	1
SQD 9080 LBA263206 2P POWER DISTRIBUTION BLOCK	1
SQD 9080 LBA163206 1 POLE NEUTRAL DISTRIBUTION BLOCK	1
SQD HDL26030 600V 30A 2 POLE CIRCUIT BREAKER (TVSS)	1
SQD SSP01XDSE10A1 120/240V 10KA SINGLE PHASE TVSS	1
SQD QOU115 15A 1P 120V CIRCUIT BREAKER	9
HOFFMAN CEL550 LED PANEL LIGHT	2
HOFFMAN CELC1001TB INTERCONNECTING CABLE	2
HOFFMAN DAH1001A PANEL HEATER	1
HOFFMAN ATEMNOF THERMOSTAT	1
SQD 9007 AP221 DOOR SWITCH	2
HUBBELL GFR20I GFI DUPLEX 20A RECEPT.	1
HUBBELL SS26 S.S. DUPLEX GFI PLATE	1

FINDER 12 SERIES 12-6-1-8-230-0-0-0-0 DIGITAL TIME CLOCK/SMART PHONE PROGRAMMABLE	1
SQD 8501 XO20VO2 120V 2 POLE MACHINE TOOL RELAY	1
SQD HDL26035 600V 35A 2 POLE CIRCUIT BREAKERS	3
SQD 8536 SCO1V02S NEMA SIZE 1 FVNR SINGLE PHASE MOTOR STARTERS	3
SQD B** HEATERS	3
SQD 9999 SX8 NO/NC STR. AUX	3
SQD 9999 SO4 ISOLATED OVERLOAD ALARM CONTACT	3
SQD 9066 RA1 RESET BUTTONS	3
INTERMATIC FWZ72B-120U 120VAC ELAPSED HOUR METER	3
SQD 9001 SKT38LGG31 GREEN 120V LED PILOT LIGHT	3
SQD 9001 SKT38LRR31 RED 120V LED PILOT LIGHT	3
SQD 9001 SKS43B 3 POSITION SELECTOR SWITCH	3
SQD 9001 KA1 BLOCK	6
SQD 9001 SKR1U PUSHBUTTON OPERATOR	1
SQD 9001 KA1 BLOCK	1
FINDER 60.13.8.120.0050 3PDT 120VAC RELAYS	4
FINDER 90.27 11 PIN SOCKET	4
DIVERSIFIED ELECTRONICS ARA-120-AME DUPLEX ALTERNATOR	1
PHOENIX CONTACT 2866310 TRIO-PS/1AC/24DC/5 24VDC 5A POWER SUPPLY	1
FINDER 60.13.9.024.0070 3PDT 24VDC RELAYS	5
FINDER 90.27 11 PIN SOCKET	5
SQD 9001 SKT35LGG31 GREEN 24V LED PILOT LIGHT	1
SQD 9001 SKT35LRR31 RED 24V LED PILOT LIGHT	2
SQD 9001 SKT35LYY31 RED 24V YELLOW PILOT LIGHT	2
SQD 9001 SKR1U PUSHBUTTON OPERATOR	1
SQD 9001 KA1 BLOCK	1
PHOENIX CONTACT 3046090 UT 4-HEISLED FUSIBLE TERMINAL W/ BLOWN FUSE INDICATOR	8
BUSSMANN GMA-5-R 250V 5A FUSE	1
BUSSMANN GMA-1-R 250V 1A FUSE	4
PHOENIX CONTACT 3044102 UT4 TERMINAL BLOCK	24
PHOENIX CONTACT 3047028 D-UT TERMINAL BLOCK END COVER	1
PHOENIX CONTACT 1201442 E/UK END CLAMPS	2
PANDUIT UGB-IN-SO STANDOFF KIT	1
PANDUIT UGB2/0-414-12 GROUND BAR KIT	1
PANDUIT CLMAR-2/0-14-Q ALUMINUM LUG	1
PANDUIT CB70-14-CY COPPER LUG	1
MISC. WIRE, DUCT, HARDWARE & NAMEPLATES	LOT
UL 508A LABEL	LOT

NOTE: CONTRACTOR TO CONFIRM MOTOR HORSEPOWERS AND FULL LOAD AMPS

ITEM NO.2

EXPLOSION PROOF JUNCTION BOX

ADALET XCESX-182410-N4X-XHDK-X NEMA 4/7/9 STAINLESS STEEL EXPLOSION PROOF ENCLOSURE WITH THE FOLLOWING: A) SIZE: 22 7/8"H X 28 7/8"W X 12 3/8"D B) TOP PENATRATIONS: (4) 3/4" FNPT C) BOTTOM PENATRATIONS: (3) 2" FNPT AND (1) 3/4" FNPT D) XSM1824 INTERNAL MOUNTING PAN	1 1
SQD 9080 LBA263101 2 POLE POWER SPLICER BLOCK	3
PHOENIX CONTACT UT4 3044102 SINGLE TERMS	16
PHOENIX CONTACT D-UT2,5/10 3047028 END BARRIER	1
PHOENIX CONTACT E/UK1 1201442 END CLAMP	2
PANDUIT UGB-IN-SO STANDOFF KITS	1
PANDUIT UGB2/0-414-6 GROUND BAR KIT	1
PANDUIT CLMAR-2/0-14-Q ALUMINUM LUG	1
PANDUIT CB70-14-CY COPPER LUG	1
MISC. HARDWARE & NAMEPLATES	LOT

NOTES: CONDUIT HUBS, EYS SEAL OFFS AND NIPPLES PROVIDED AND INSTALLED BY OTHERS.
CONFIRM QUANTITY AND SIZE OF CONDUITS BEFORE ORDERING.

ITEM NO.3

REMOTE ALARM LIGHT AND HORN

FEDERAL SIGNAL AV1-LED-120R 120V RED LED ALARM STROBE LIGHT AND HORN	1

NOTE: CONDUIT, WIRE AND INSTALLATION OF ALARM LIGHT/HORN BY OTHERS.

ITEM NO.4

MAGMETER

YOKOGAWA AXG025-CEKF2AA1AL222B-NNNNN/GRL/SCT/L2/EC MAGMETER FLOW TUBE WITH THE FOLLOWING: A) LINE SIZE: 1" B) SENSOR STYLE: WAFER C) LINING MATERIAL: FLUOROCARBON PFA	1

D) ELECTRODE MATERIAL: 316L S.S.
E) CONNECTION TYPE: ASME CLASS 150
F) GROUND RING: 316L STAINLESS STEEL (QTY 2)
G) FLANGE RATING: ASME B16.5, CLASS 150
H) CABLE: AX01C-F30 (30 FEET) 1
I) TAG: **FE-1**

YOKOGAWA AXG1A-G00012-1D011/SCT/MC/L2 REMOTE FLOW CONVERTER TRANSMITTER WITH THE FOLLOWING: 1

A) POWER: 120VAC
B) MOUNTING: REMOTE, PANEL MOUNT
C) OUTPUT: 4-20MADC
D) DISPLAY: LCD
E) CONDUIT ENTRIES: 1/2"-14 NPT
F) FLOW RANGE:(ENGINEER TO SPECIFY)
G) TAG: **FIT-1**

NOTE: FLOW CONVERTER MOUNTED ON MCP DEADFRONT BY CC CONTROL CORP.

ITEM NO.5
SERVICE SUMMARY

ENGINEERING	LOT
SUBMITTALS	LOT
START UP (2 DAY)	LOT
O & M MANUAL	LOT
1 YEAR STANDARD WARRANTY	LOT

SUMMARY
ITEMS NO.1 THRU NO.5

EXPIRATION:	180 DAYS
SUBMITTALS	8-10 WEEKS*
	AFTER RECEIPT OF PURCHASE ORDER
FREIGHT:	INCLUDED
FOB:	JOB SITE
DELIVERY:	16-18 WEEKS*
	AFTER APPROVED DRAWINGS
*** NOTE:**	DUE TO SUPPLY CHAIN ISSUES LEAD TIMES ARE APROXIMATE AND SUBJECT TO CHANGE
TERMS:	NET 30 DAYS
	(SUBJECT TO CREDIT APPROVAL)

WARRANTY: ALL WARRANTIES SHALL EXPIRE ONE (1) YEAR FROM DATE OF START-UP FROM SELLER TO BUYER UNLESS SPECIALLY INDICATED OTHERWISE AND WILL BE NULL AND VOID UNLESS MATERIALS ARE STORED UNDER PROPER CONDITIONS DETERMINED BY C.C. CONTROL CORP.

JOHN C. STOCK

GILMORE ELECTRIC CO., INC.
Corporate Offices
2875 Jupiter Park Dr. Ste. 1800
Jupiter, Florida 33458
(561) 744-8008 Fax. (561) 744-8009
EC13004255 - EC13012103 - EC13012106 - EC13014184

UTL24-011 - Boynton Beach Oceanfront Park WWTP

HighlightedConstruction Projects

1	Project:	PBC WTP #2
	Location:	WPB, Florida
	General Contractor	PC Construction
	Electrical Contractor	Gilmore Electric Co., Inc.
	Contract Price	$2,429,000.00
	Description:	Water Treatment Plant Expansion & Upgrades
2	Project:	SW Pine Island HSP
	Location:	Pine Island, FL
	General Contractor	Wharton Smith
	Electrical Contractor	Gilmore Electric Co., Inc.
	Contract Price	$1,465,000.00
	Description:	New HSP bldg and storage tank
3	Project:	Wellington WTP
	Location:	Wellington, FL
	General Contractor	Weiss
	Electrical Contractor	Gilmore Electric Co., Inc.
	Contract Price	$2,550,000.00
	Description:	Water Treatment Plant Upgrades and Expansion
4	Project:	Palm Beach County Wellfield Improvments
	Location:	Palm Beach County
	General Contractor	Florida Design Drilling
	Electrical Contractor	Gilmore Electric Co., Inc.
	Contract Price	$1,755,000.00
	Description:	21 wells upgrades And 3 new wells including all new Instrumentation and Controls
5	Project:	Lantana HSP
	Location:	Lantana, FL
	General Contractor	RF Environmental
	Electrical Contractor	Gilmore Electric Co., Inc.
	Contract Price	$482,000.00
	Description:	HSP upgrades

6

Project:	SCR Pipeline to Injection Well #2
Location:	Palm Beach County
General Contractor	Conti
Electrical Contractor	Gilmore Electric Co. Inc.
Contract Price	$150,000.00
Description:	Instrumentation and Controls upgrades

7

Project:	Tropical Farm Post Treatment Stabilization
Location:	Stuart, FL
General Contractor	Lawrence Lee Construction
Electrical Contractor	Gilmore Electric Co Inc.
Contract Price	$167,702.00
Description:	Instrumentation and Controls upgrades

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Project:	Lee County Surface Improvements
Location:	FT. Myers
General Contractor	TLC Diversified
Electrical Contractor	Gilmore Electric Co Inc.
Contract Price	$1,820,212.00
Description:	Exansion to (2) WWTPs including Instrumentation and Controls

9

Project:	Plantation East Chemical Storage
Location:	Plantation
General Contractor	RF Environmental Services Inc
Electrical Contractor	Gilmore Electric Co Inc.
Contract Price	$477,000.00
Description:	(5) New Chemical Storage and Feed facilities within the Membrane building

10

Project:	Sawgrass Pipe Gallery Improvements
Location:	Coral Springs
General Contractor	Intercounty Engineering Inc.
Electrical Contractor	Gilmore Electric Co Inc.
Contract Price	$216,540.00
Description:	Upgrades and Improvements to exisitng facility including Instrumentation and Controls

C. C. CONTROL
CORPORATION
"INTEGRATING THE FUTURE"

STATEMENT OF QUALIFICATIONS



C.C. Control Corporation
5760 Corporate Way
West Palm Beach, Florida 33407
Phone: 561-293-3975
Fax 561-293-3976

www.cccontrolcorp.com

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- *FIELD ASSISTANCE*
- *TRAINING*
- *AS BUILT DOCUMENTATION*

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SECTION IV: *PROJECT EXPERIENCE*

I. INTRODUCTION

C.C. Control Corporation is a Systems Integrator/Supplier of Control Panels, Instrument Panels, Control and Instrumentation Systems, PLC Systems and SCADA (Supervisory Control and Data Acquisition) Systems for all types of process control.

Founded in 1980 C.C. Control Corporation has been in business for over 35 years. That's a lot of experience in the Water and Wastewater venues serving primarily South and Central Florida. Our entire operation is housed in a 13,200 sq/ft facility constructed in 2002. The facility is equipped with state of the art computer systems, Autocad and E-Plan stations, manufacturing tools, vehicles and other miscellaneous equipment required to fabricate and support the operations.

C.C. Control Corporation has been a UL 508A and 698A certified shop since 1983.

II. PRODUCTS AND SERVICES

CONCEPTUAL DESIGN

With over 35 years of project management experience, C.C. Control Corporation understands that solutions must be customized to fit your particular environment. Your business requirements are unique and that's why we are dedicated to getting to know you and understand your unique needs and goals. We work with you from the beginning to define your requirements, which are the foundation for making the right technology choices. From there we will help develop the strategies to implement a system that meets your requirements and exceeds your expectations.

DETAILED DRAWINGS

C.C Control Corporation understands the importance of proper documentation. We also understand the pain and in-efficiency caused by a poorly documented automation system. We can research your process and provide documentation packages that include schematic drawings developed with either Autocad or E-Plan as well as system descriptions and sequence of operation documents.

SHOP FABRICATION AND ASSEMBLY

Our fabrication facility can provide custom electrical assemblies as part of an automation project or as a stand-alone product. Panels are assembled to the highest standards in our panel shop which covers construction, mounting, wiring, inspection, testing, packaging and delivery. All of our panels are shipped with electrical drawings and layouts. In addition, UL 508A or UL 698A certification can be provided for any panel. Our designers and technicians are located in the same facility which enables us to communicate closely on any issues that arise. We thoroughly simulate and test each and every panel to ensure proper operation and safety once installed in the field.

PROGRAMMING

Our team was built on the foundation of automating projects. Programmable logic controller are the proven choice when it comes down to reliability and industrial hardness. Our automation specialists are senior level programmers who have been developing PLC programs ranging from small program modifications to full line control and integration. Our programs are concise and well documented. We continually enroll in software maintenance and support programs to ensure we are developing PLC logic with the most advanced software. These support programs allow us to receive comprehensive technical support, access to online resources, knowledge base articles and product upgrades. We can provide efficient and effective PLC programming services using a variety of PLC brands and Scada brands as follows:

- Allen Bradley
- Siemens
- GE Fanuc
- Modicon
- Motorola
- Omron
- SQD/Schneider Electric
- Bristol Babcock
- Rockwell Automation RSview
- GE Intellution
- Trihedral VT Scada
- Wonderware

We have designed numerous Supervisory Control and Data Acquisition systems with non-proprietary PLC's for central and remote telemetry systems and have maintained an open architecture philosophy. Our telemetry installations are easy to maintain, upgrade and troubleshoot. RF telemetry, telephone modems, LAN's, Wan's or the internet are all options for our SCADA systems distributed communications. Whether for water treatment plants, distributed pumping stations, lift stations or industrial facilities, C.C. Control Corporation can provide SCADA systems tailored to meet your needs.

FIELD ASSISTANCE

Our technicians and programmers have many years of experience with system startups and solving operational problems in the field. We can provide equipment calibration, inspection, testing, ongoing maintenance, troubleshooting, repairs, panel modifications and system programming. We offer comprehensive 24-hour emergency service and maintenance on our own systems and systems installed and configured by others. On-going system support may be accomplished via a modem or internet link to diagnose problems or make minor system adjustments. We are dedicated to the performance of your system and the success of your operation.

TRAINING

Equipment and software training can be provided on-site or at our facility for operations and maintenance personnel. Hands-on approach and training material is utilized for a comprehensive program that is custom tailored for each client. Instructional videos can be provided for ongoing training of personnel.

AS-BUILT DOCUMENTATION

C.C. Control Corp. takes pride in the accuracy and completeness of our drawings and documentation packages. Every system we build is accompanied by a set of notebooks and/or electronic documents that contain as-built drawings, program printouts, calibration, loop checkout reports, software backup files on CD and operation and maintenance instructions.

III. KEY PERSONNEL

- Luis L. Garcia – President
- Mathew Skidmore – Vice President, Senior Project Engineer
- Juan Reyes – Estimating and Sales
- John Stock – Estimating and Sales
- Jeffrey Needs – Estimating and Sales
- George Perez – Senior Project Engineer/Engineering Manager
- Jesus Collazo – Project Engineer
- Osmar Viltres – Project Engineer
- Jared McLaughlin – Estimating and Sales
- Hector Rivas-Prietro – Project Engineer
- Gilberto Perez-Hondares – Project Engineer
- Leandro Gonzalez – Project Engineer
- Pedro Matos – Design and Drafting
- Ronny Ramos – Design and Drafting
- Heber Rivas-Pietro – Design and Drafting
- Thomas Fedina – Manufacturing Manager
- Colleen McKenna – Office Manager/HR
- Frank Vitale – Service Manager
- Yulian Acosta – Service Technician
- Desmond Williams – Service Technician
- Carlos Perez – Service Technician
- Serena Mitchel – Purchasing Manager
- Cesar Coello – Purchasing and Project Management
- Edwin Feliciano – Administration – Project Management
- Jason Buckel – Quality Control

IV. PROJECT EXPERIENCE

- City of Stuart, Fl.
  121 SW. Flagler Ave
  Stuart, Florida 34994

  Furnished all instrumentation and controls to operate a new 1.5mgd reverse osmosis water treatment plant.
  Furnished an Allen Bradley Controllogix redundant PLC system with an ethernet network communicating to additional Allen Bradley Controllogix RIO systems throughout the plant.
  Furnished computer hardware and software including Trihedral Vtscada supervisory control and data acquisition (SCADA). Also

furnished alarm notification package and thin clients for remote access to the SCADA system from remote locations throughout the plant.

- Seminole Tribe of Florida
  17000 Water Plant Road
  Okeechobee, FL. 34974

  Furnished all instrumentation and controls to operate a new 1.7mgd reverse osmosis water treatment plant.
  Furnished an Allen Bradley Controllogix PLC system with an ethernet network communicating to additional Allen Bradley Controllogix PLC systems throughout the plant.
  Furnished computer hardware and software including Wonderware Systems Platform supervisory control and data acquisition (SCADA). Also furnished alarm notification package and remote clients for remote access to the SCADA system from remote locations throughout the plant.

- Village of Wellington
  12300 Forest Hill Boulevard
  Wellington, FL. 33414

  Furnished instrumentation and controls to update/modify an existing reverse osmosis water treatment plant.
  Furnished an Allen Bradley Controllogix PLC system with an ethernet network communicating to additional Allen Bradley Controllogix PLC systems throughout the plant.
  Modified and added additional programming to an existing Trihedral VTscada supervisory control and data acquisition (SCADA). Furnished all new Allen Bradley PLC programming throughout the plant.

- City of Plantation
  400 NW. 73rd Ave
  Plantation, FL. 33317

  Furnished instrumentation and controls at the wastewater treatment plant for a new fine bubble diffused aeration system. Furnished an Allen Bradley Controllogix PLC system which included the PlantPax block library. Modified and added additional

programming to an existing Rockwell Studio 5000 view designer supervisory control and data acquisition (SCADA).

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-324- Approve Task Order No. GESUT-1C-02-25 with CDM Smith, Inc. for Risk Assessment and Prioritization for Repair and Replacement Projects for Water Distribution, Sewer Collection, and Stormwater in the amount of $231,700.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-324.

Explanation of Request: This project involves the consultant CDM Smith, Inc. performing a risk assessment of City water, wastewater, and stormwater assets, including pipes and other associated infrastructure. The project aims to evaluate the current condition, identify potential risks and vulnerabilities, and develop a risk of failure and consequence of failure matrix. Consultant will recommend mitigation strategies to ensure the resilience and reliability of the City's utility infrastructure. The scope includes, but is not limited to, data analysis, risk modeling, and the formulation of recommendations for risk management and improvement plans.

The work will include quantitative and qualitative evaluation of risk failure by asset and the development of a risk matrix. It will also develop a decision-making process and prioritization criteria based on data for repairs, rehabilitation, extending the life of the asset, or recommending replacement of the asset. A desktop prioritization analysis approach will be used, leveraging the City's Geographic Information system (GIS) and other asset data.

The consultant will hold workshops with City staff to develop consequence of failure (COF) and likelihood of failure (LOF) factors for each asset type, identify any gaps in data, and help develop a set of risk based prioritization factors to generate a report with analysis result and recommendations. An interactive map will be created along with a dashboard to view prioritization scores by geographic area and asset type so City staff can use this information for future Capital Improvement Program projects.

How will this affect city programs or services? This project will provide a data-driven means for assessing the risk of failure and consequence of the failure prioritization matrix and allow City staff to make sound decisions for future infrastructure repair and replacement projects. This is a proactive approach to identify, plan, and fund infrastructure projects and allows City staff to manage, maintain, and operate Utility systems efficiently.

Fiscal Impact: Utilities item budgeted in the CIP.

Attachments:

R24-324 Agenda item 2506-2023 Resolution for CDM Smith Task Order No. GESUT-1C-02-25.docx
Exhibit A to Resolution - Task Order Form - Consultant_GESUT-1C-02-25.pdf
Exhibit A to Task Order - City of Boynton Beach Risk Assesment and Prioritization TO_GESUT-1C-02-25_R2.pdf
CDM Smith Inc. - City of Boynton Beach - 24092331446859.pdf
R24-291 - CDM Smith - Hourly Rates & Executed Contract.pdf

RESOLUTION NO. R24-324

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. GESUT-1C-02-25 WITH CDM SMITH, INC., FOR RISK ASSESSMENT AND PRIORITIZATION FOR REPAIR AND REPLACEMENT PROJECTS FOR WATER DISTRIBUTION, SEWER COLLECTION, AND STORMWATER FOR AN AMOUNT NOT TO EXCEED $231,700; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Entered into a General Engineering Consulting Services Agreement with CDM Smith, Inc. ("Consultant"), approved by Resolution No. R24-291; and

WHEREAS, the Comprehensive Risk Assessment of our underground utility assets, including water, wastewater, and stormwater system project aims to evaluate the current condition, identify potential risks and vulnerabilities, and develop a risk of failure and consequence of failure matrix. Mitigation strategies are also recommended to ensure the resilience and reliability of the City's utility infrastructure. The scope includes, but is not limited to, physical inspection, data analysis, risk modeling, and the formulation of recommendations for risk management and improvement plans. The City desires to receive a report as a deliverable showing the methodology, assumptions, and data collection information as well as ROF and COF matrix and prioritization recommendations; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve Task Order No. GESUT-1C-02-25 with CDM Smith, Inc., for risk assessment and prioritization for repair and replacement projects for water distribution, sewer collection, and stormwater for an amount not to exceed $231,700.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GESUT-1C-02-25 with CDM Smith, Inc., for risk assessment and prioritization for repair and replacement projects for water distribution, sewer collection, and

stormwater for an amount not to exceed $231,700 (the "Task Order"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Task Order. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Task Order as a public record of the City. A copy of the fully executed Task Order shall be provided to Dr. Kalkat to forward to the Consultant.

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

Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESUT-1C-02-25

Consultant: **CDM Smith Inc.**

1. **Task/Project**. Risk Assessment and Prioritization for Repair and Replacement Projects for Water Distribution, Sewer Collection and Stormwater

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit A.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $231,700, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit 1.**
The payment schedule (based on deliverables) is attached as **Exhibit 1**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 19, 2024, by and between the City of Boynton Beach and CDM Smith Inc. ("Consultant"), Contract No. CW24-001.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed** ***(Task Order Form and Purchase Order)***.

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: Suzanne Mechler

Date: November 21, 2024

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

EXHIBIT A

CITY OF BOYNTON BEACH, FL

TASK ORDER NO. GESUT-1C-02-25

RISK ASSESSMENT AND PRIORITIZATION FOR REPAIR AND REPLACEMENT PROJECTS FOR WATER DISTRIBUTION, SEWER COLLECTION AND STORMWATER

RFQ NO.: CW24-001 – GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

SCOPE CATEGORY "C"

11/18/2024

This Task Order (TO), when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Boynton Beach (CITY) and CDM Smith Inc. (VENDOR), dated July 16, 2024, hereafter referred to as the Agreement.

BACKGROUND

The purpose of this project is to assist the CITY in refining their approach to horizontal pipeline asset prioritization for further inspection, renewal and replacement work. The CITY desires to complete a risk assessment of its water, wastewater and storm water assets to evaluate quantitatively and qualitatively the risk failure by asset, and to develop a risk matrix. Additionally, the CITY would like to develop a decision-making process and prioritization criteria for repairs, rehabilitation, extending life of the asset by lining or other means or replacement of the asset. This project will apply a desktop prioritization analysis approach to the CITY utility systems listed below leveraging the CITY's geographic information system (GIS) and other asset data and using software owned and operated by the VENDOR to perform the analysis described in this Task Order for the following CITY utility system assets:

- Water distribution and transmission pipelines
- Wastewater collection and trunk pipelines
- Stormwater collection system pipelines

Pipeline end assets connected to the pipelines will be prioritized based on the risk-based scoring of the pipelines that flow into or out of them depending on the system flow shown in the CITY GIS database.

SCOPE OF WORK

The following is a description of the VENDOR services to be provided under this Task Order (TO):

Task 1.0 – Desktop Prioritization Criteria Development

Subtask 1.1 Initial Prioritization Factor Workshop

VENDOR will conduct a meeting with key project leaders and end-user stakeholders. This meeting will be held at CITY's office and attended in person by local VENDOR staff and via Microsoft Teams by non-local VENDOR staff. During this meeting, VENDOR will present an initial recommended pipeline prioritization data process approach for the desktop prioritization process. The VENDOR will present and describe a

list of consequence of failure (COF) and likelihood of failure (LOF) factors for use in the desktop prioritization process for each asset type. During the workshop, VENDOR and CITY staff will develop and mutually agree on the factors to be included in the process as well as the relative weighting values to be applied to the factors to account for differences in the importance of the factors affecting the COF and LOF of potential pipeline asset failures. A second workshop held under Task 1.3 below will verify alignment of factors and weights with provided CITY Staff input.

Subtask 1.2 Utility Pipeline Asset Data Review

VENDOR will perform a review of the utility system data available in the CITY's GIS database and will document the amount of missing or potentially erroneous attribute data for further review by CITY staff. The unique asset identifier codes will be reviewed for their suitability to support the prioritization process and a number of GIS database quality control checks will be performed by the VENDOR to identify any structural issues that could potentially impact the spatial and other analyses to be performed during the prioritization process. The CITY will extract and provide its Accel/Adapt tool data for analysis of potential useful information that can be applied to risk assessments. The results of the data review will be documented in a technical memorandum and GIS data layers containing the records that have issues will be provided to the CITY for further evaluation or correction in the GIS prior to beginning Task 2.0.

Subtask 1.3 Prioritization Factor Review Workshop

VENDOR will conduct a meeting via Microsoft Teams with key project leaders and end-user stakeholders to review the final list of risk factors and weights to be used as well as the best available data sources identified to support each of the factors. A final list of potential risk factor data sources will be developed and agreed upon during this workshop and CITY staff will begin collecting the available information managed by the CITY to be provided to the VENDOR. VENDOR staff will gather risk factor information from other publicly available sources such as county, state and federal GIS database warehouses. The final set of risk-based prioritization factors will be documented as part of the Task 4.0 Final Report.

Task 2.0 – Data Gathering and Review

VENDOR will gather from CITY an updated copy of available GIS data layers that have been modified per the recommendations made during Task 1.0 based on the recommendations from Subtask 1.2. VENDOR staff will coordinate with CITY staff to gather the CITY and other agency data noted in the Task 1 including database tables and GIS layers critical to the population of the risk-based prioritization factors identified during Task 1.0. VENDOR staff will then review the data collected to verify they are appropriate for use in populating the risk-based prioritization calculations during Task 3.0 of this scope of services. Data issues will be discussed with CITY staff via a Microsoft Teams web-based meeting to determine potential modifications or workarounds for each issue identified.

Task **3.0 – Desktop Prioritization Development**

During this task, VENDOR staff will implement the likelihood and consequence of failure factors identified during Task 1.0 utilizing data collected and reviewed during Task 2.0. The factors and risk-based analysis will be performed for the utility pipeline systems using VENDOR's copy of AquaTwin™ software from Aquanuity. VENDOR staff will load the risk factors with the data and perform an initial risk-based prioritization run.

VENDOR and CITY staff will hold a virtual workshop via Microsoft Teams to review the results and determine if refinements are desired or needed. VENDOR will refine the risk-based prioritization model one time based on CITY staff comments. A sensitivity analysis will be performed on the factors for each asset type to illustrate how changing the weightings can affect the outcome of the prioritizations and the results shared with the CITY in the workshop. Additional refinements, if required, can be performed under Task 5. The results of this analysis will be documented in the Task 4.0 Report including recommendations regarding the amount and location of specific potential pipeline inspections and replacements based on the prioritization results. The results of the prioritization process, including individual factor and final total likelihood and consequence of failure results, will be provided in a GIS database format that can be linked to and used within the CITY's GIS during and after the completion of this project. Instructions on the use of this data file within the GIS system will be provided.

Task 4.0 – Final Report and Data Delivery

VENDOR will document the risk-based prioritization factors used in the analysis, the results of the analysis and the recommendations regarding the potential locations and types of potential work to be performed on the pipeline assets in a final report as part of this task. The report will include the development of final recommendations regarding the yearly volume and potential candidates for work over the next 5- and 10-year timeframes. VENDOR will address CITY comments on the draft report and submit the final project report including the final GIS results database(s).

Task 5.0 - Data Visualizations

VENDOR staff will create an interactive map with a dashboard in Esri ArcGIS Dashboards or Microsoft PowerBI so the prioritization scores can be viewed by geographic area and asset type and the data is accessible to the CITY for continued assessment of the system allowing CITY planners to perform data driven decisions now as well as in the future.

Task 6.0 – Assistance Allowance

VENDOR staff will work, as requested by CITY, to perform other requested related tasks (i.e., gather and populate missing or suspect data identified, guide, oversee, consult, and/or perform data development work) where necessary as the CITY desires. This Task is on an as-needed basis. The work may require a mix of both Senior GIS Professionals and GIS/CAD Support Services staff trained in this type of work.

Task 7.0 - Project Management, Meetings, and Quality Management

VENDOR will perform administrative and project management activities throughout the project consistent with VENDOR's quality management program and CITY's requirements. Specific activities included are identified below:

Subtask 7.1 Project Management

VENDOR will perform administrative and project management activities throughout the project consistent with VENDOR's quality management program and CITY's requirements. Project management will include maintaining lines of communication and project coordination, monthly financial performance monitoring of the budget and status reports, reporting schedules, technical conference calls, managing technical project resources, and maintaining quality control.

Subtask 7.2 Meetings

The VENDOR will attend up to thirteen (13) meetings with the CITY. The VENDOR will prepare meeting minutes for documentation purposes.

The proposed meetings include:

- One (1) project kickoff meeting with CITY staff
- Two (2) meetings to identify and finalize the risk factors desired
- One (1) meeting to discuss the results of the Task 2.0 data gathering and review
- Two (2) meetings to review the draft and final risk-based prioritization data processing
- One (1) final meeting to review the comments of the draft final report.
- Six (6) (approximately bi-monthly) brief, virtual project progress meetings

Subtask 7.3 Project Quality Technical Review

The VENDOR maintains a quality management system (QMS) for CITY projects performed by VENDOR. Technical reviews of deliverables are budgeted for and will be performed to review various milestone submittals.

ASSUMPTIONS

The services defined in Tasks 1.0 through 7.0 are based upon the following assumptions:

1. The CITY will provide data, support, and reviews as identified above, including existing GIS databases, available past pipeline condition information in digital format, past work order data and other data pertinent to the project identified during Task 2.0 that are owned by the CITY.
2. VENDOR will utilize available data from CITY and other sources to populate the risk factors and will identify limitations in the datasets but will not perform updates or edits to any of the datasets, unless approved by CITY, prior to their use in the risk analysis.
3. VENDOR will provide the results of the analysis in an Esri GIS geodatabase format and will perform the analysis using a copy of AquaTwin™ software owned by VENDOR and will not provide this or any software to the CITY as part of this project.
4. Physical inspection of CITY's water, wastewater and storm water pipeline assets by VENDOR is not included in these services.
5. The proposed schedule assumes the required data is provided by the CITY within the time periods allotted.
6. All work will be performed at VENDOR's offices and meetings will be remote using Microsoft Teams web-meeting technology with local VENDOR staff attending in person when appropriate.

DELIVERABLES BY TASK

The following deliverables will be provided:

- Subtask 1.1 – Factor Workshop
    - Matrix of chosen and revised LOF/COF factors and weightings by asset type.

- Subtask 1.2 - Data review TM
    - List of missing or erroneous data for CITY action
    - List of database structure issues
    - List of data quality control checks performed and results of the checks

- Subtask 1.3 – Prioritization Workshop
    - Final list of risk factors and weights by asset

- Subtask 2.0 – Data Review
    - Electronic meeting notes of data issues
    - List of action items for resolution

- Subtask 3.0 – Desktop Prioritization
    - Workshop notes on initial prioritization results
    - Sensitivity analysis results by asset type
    - Action items for resolution

- Subtask 4.0 – Report and Datafile
    - Draft report documenting the prioritization process and results and recommendations for:
        - Annual volume of R&R work recommended for each asset type
        - Identification of potential candidates for work for a 5- and 10-yr timeframe to lower asset risk
        - Planning-budget level cost opinions of the work for the two timeframes
        - Updated GIS database and pipe risk data fields
        - Instructions on the use of the risk data file within the GIS system will be provided.
        - Interactive map and linked dashboards
    - Final report incorporating applicable CITY comments

- Subtask 5.0 – Data Visualizations
    - Dashboard template file(s) in ArcGIS Dashboards or Microsoft PowerBI

- Subtask 6.0 – Deliverables to be determined depending on assignments

- Subtask 7.0 – Project Management
    - Meeting minutes and action items lists as identified above
    - Monthly Invoices and Status Reports

TIME OF COMPLETION/SCHEDULE

It is anticipated that the project will take 11 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP) and purchase order receipt (PO). VENDOR will prepare an updated

detailed schedule within the first fifteen (15) calendar days after Notice to Proceed. The anticipated schedule for each Task is as follows:

- Task 1.0: within 3 months from NTP
- Task 2.0: within 1 month after data for Task 2.0 are received from CITY
- Task 3.0: within 5 months after completion of Task 2.0
- Task 4.0: within 2 months after completion of Task 3.0
- Task 5.0: within two months of completion of Task 3.0
- Task 6.0: As needed and requested by CITY
- Task 7.0: Throughout the life of the project

PAYMENT AND COMPENSATION

The VENDOR will provide Task 1.0 - Task 7.0 services for a not-to-exceed fee of $231,700. Not-to-exceed invoices will be submitted monthly for the VENDOR actual labor hours at contractual billing rates in accordance with the terms of the Agreement. The CITY will be invoiced for actual work completed by the VENDOR. Written monthly status reports will be provided with each monthly invoice. **Exhibit 1** provides a Budget Summary.

EXHIBIT 1

RISK ASSESSMENT AND PRIORITIZATION FOR REPAIR AND REPLACEMENT PROJECTS FOR WATER DISTRIBUTION, SEWER COLLECTION AND STORMWATER CITY OF BOYNTON BEACH
RFQ NO.: CW 24-001 – GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT SCOPE CATEGORY "C"
Task Order No. GESUT-1C-02-25 Budget

Task No.	Description	Principal ($300)	Project Manager ($280)	Sr. Engineer ($260)	GIS Specialist ($200)	Engineer ($200)	Designer ($180)	Clerical ($130)	Total Hours	Total Labor	Other Direct Costs	Total
		Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	$	$	$
1	Desktop Prioritization Criteria Development	16	6		124				146	$31,280		$31,280
2	Data Gathering and Review	20	2		132				154	$32,960		$32,960
3	Desktop Prioritization Development	58	6		200				264	$59,080		$59,080
4	Final Report and Data Delivery	40	12		120			6	178	$40,140		$40,140
5	Data Visualizations	16	6		46				68	$15,680		$15,680
6	Assistance Allowance	16	8		80				104	$23,040		$23,040
7	Project Management, Meetings, and Quality Management	16	62		16			32	126	$29,520		$29,520
	Total Project Cost, NTE	182	102	0	718	0	0	38	1040		$0	**$231,700**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2024

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
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 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:	Underwriters At Lloyds London	15792
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Twin City Fire Insurance Company	29459
INSURER D:	Hartford Accident & Indemnity Company	22357
INSURER E:	ACE Property & Casualty Insurance Co.	20699
INSURER F:	Evanston Insurance Company	35378

INSURED
CDM Smith Inc.
75 State Street Ste 701
Boston MA 02109-1940 USA

COVERAGES **CERTIFICATE NUMBER:** 570108474452 **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** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			08CSEQU4161	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $15,000 $2,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			XEUG28194687008	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WNQU4160 AOS 08WBRQU4163 WI	01/01/2024 01/01/2024	01/01/2025 01/01/2025	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
A	Architects & Engineers Professional			PSDEF2400033 Professional/Claims Made	01/01/2024	01/01/2025	Each Claim Aggregate	$1,000,000 $1,000,000

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

RE: Request for Qualification for General Engineering Consulting Services, RFQ No. CW24-00, Project Name: Scope Category B, Infrastructure Improvements and Evaluations, Scope Category C, Ancillary Studies and Services, Contract Name: General Engineering Consulting Services Agreement.
City of Boynton Beach, its officers, officials, employees, or volunteers are 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 Boynton Beach in accordance with the policy provisions of the Workers' Compensation policy. Umbrella Liability policy follows form. Contractual Liability is included in the General Liability policy. Explosion, Collapse, Underground Coverage is included in the General

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Daniel Dugger, City Manager
100 East Ocean Ave.
Boynton Beach FL 33435 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : ADGHJ

Certificate No : 570108474452

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AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER	
See Certificate Number: 570108474452	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570108474452	

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:

Liability policy.

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570108474452	
CARRIER: See Certificate Number: 570108474452 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

01.01.24 - 01.01.25 Professional

Policy: PSDEF2400033

Beazley (Syndicates 2623/0623) - 25%
BRIT (Syndicate 2987) - 25%
Munitus (Syndicates 4242/457/4711/5555) - 12.5%
Re/Rn (Syndicate 1458) - 10%
Convex (Syndicate 1984) - 7.50%
Castel Underwriting (Syndicate 2525) - 5%

Professional Policy: 42CNP31339704
National Fire & Marine Insurance Company - 15%

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an “occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Part A: 30

Part B: 10

Part C: 30

Name of Certificate Holder:
BLANKET AS REQUIRED BY WRITTEN CONTRACT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 08 WBR QU4163 **Endorsement Number:**
Effective Date: 01/01/2024 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.
ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 08 WN QU4160 **Endorsement Number:**
Effective Date: 01/01/2024 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.
ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 08 WN QU4160 **Endorsement Number:**
Effective Date: 01/01/2024 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

Schedule

Number of Days Notice:	**Name and Mailing Address of Certificate Holder**
Part A: 90	BLANKET AS REQUIRED BY WRITTEN CONTRACT
Part B: 10	
Part C: 90	

Form WC 99 05 28 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

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MEMORANDUM ELEVEN **BLANKET JOINT VENTURE**

With effect from inception, Exclusion 7 of this Policy is deleted in its entirety and coverage hereunder extends, subject to all other policy terms and conditions, to include YOUR liability resulting from any Joint Venture involving the NAMED ASSURED.

However, in the event of the existence of any separate valid and collectible insurance applying to such 'Joint Venture,' this insurance shall apply for the benefit of YOU only in excess of any such other insurance, and if the insuring agreements of the separately issued 'Joint Venture' Policy are more restrictive, this Policy shall cover, for the benefit of YOU only, any and all differences in the insuring agreements.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Schedule, Insuring Agreements, Exclusion, Conditions, or Provisions of this Policy, other than as stated herein.

Notwithstanding any of the foregoing, OUR Limit of the Liability shall not be increased and shall not exceed the limit for each claim nor for all claims in the aggregate, as set forth in this Policy.

For purposes of this Memorandum 'Joint Venture' is defined as any ‘teaming’ arrangement including, but not limited to those set up as a partnership, limited liability corporation (LLC), limited liability partnership (LLP), corporation or otherwise.

MEMORANDUM TWELVE **MANILA WATER SUPPLY**

With regard to the Metropolitan Waterworks and Sewerage System (MWSS), Manila, Philippines for the Manila Water Supply I and Manila Water Supply II projects, it is agreed that to the extent that DCCD Engineering Corporation signs and seals construction plans and drawings for the benefit of YOU, that for purposes of this insurance, the signatures and seals appearing on all construction plans and drawings prepared pursuant to contract with the Metropolitan Waterworks and Sewerage System (MWSS) shall be insured "PROFESSIONAL SERVICES" under this policy.

MEMORANDUM THIRTEEN **LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. WE authorize Aon the (“Certificate Issuer”) to issue Certificates of Insurance at YOUR request or direction. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of US, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the termsand conditions of this Policy as set forth herein shall control.

2. Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event WE cancel or non-renew this Policy or in the event of a Material Change to this Policy, WE shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a Material Change, but 10 days prior to the effective date of cancellation in the event YOU have failed to pay a premium when due. YOU shall provide written notice to US of all such Certificate Holders, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior toexpiration of this Policy, and (iii) within 10 days of receipt of a written request from US. Underwriters’ obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect

National Fire & Marine Insurance Company
20 December 2023

to whom the Assured has provided the foregoing written notice to the Underwriters.

3. It is further understood and agreed that OUR authorization of the Certificate Issuer under this memorandum is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for US or bind US for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this memorandum

4. As used in this memorandum:

   (i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy YOUR contractual obligation.

   (ii) Material Change means an endorsement or memorandum to or amendment of this Policy after issuance of this Policy by US that restricts the coverage afforded to YOU.

MEMORANDUM FOURTEEN DESIGN BUILD

It is hereby understood and agreed that on Projects for which the NAMED ASSURED, a subsidiary of the NAMED ASSURED, a subcontractor to the NAMED ASSURED, an entity under common ownership, or an entity that owns the NAMED ASSURED, performs PROFESSIONAL SERVICES and construction, erection, fabrication, installation, assembly, manufacture, or the supply of equipment or materials incorporated therein, the following Extensions and Exclusions shall apply.

1. Mitigation of Loss Extension
   This Policy is extended to indemnify YOU in respect of reasonable costs and expenses necessarily incurred in respect of any action taken prior to hand-over of the contract, excess of the Self-Insured Retention, to mitigate a loss or potential loss arising out of an act, error or omission which otherwise would have been the subject of a CLAIM under this Policy.

   The onus of proving a claim under this memorandum shall be upon YOU who will be obliged:

   a. to give written notice to US during the Policy period of the intention to take actions that will incur such reasonable costs and expenses excess of the Self-Insured Retention, and
   b. to obtain written agreement from US prior to incurring such reasonable costs and expenses, payment of which shall be at OUR sole discretion.

   However, this extension shall not apply to contracts where YOU are the ultimate owner of the building and/or facility, unless specifically agreed by US.

2. Provided however this Policy shall not cover any CLAIM based upon or arising out of:

   a. the acquisition of any real estate or the securing of financing for the acquisition of any real estate;
   b. the advising or requiring of, or failure to advise or require or failure to maintain or procure any financing or monies for the payment of any portion of any project, or of services or labour connected with any project;
   c. cost overruns or the exceeding of any budget or other cost limitation;

National Fire & Marine Insurance Company
20 December 2023

RESOLUTION NO. R24-291

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR QUALIFICATION NO. CW24-001 FOR GENERAL ENGINEERING CONSULTING SERVICES TO BAXTER & WOODMAN, INC., BEA ARCHITECTS, INC., CAROLLO ENGINEERS, INC., CAULFIELD & WHEELER, INC., CDM SMITH, INC., CHEN MOORE AND ASSOCIATES, INC., COLLIERS ENGINEERING & DESIGN, INC., CPZ ARCHITECTS, INC., CRAVEN THOMPSON & ASSOCIATES, INC., EXP U.S SERVICES, INC., GHD SERVICES, INC., HAZEN AND SAWYER P.C., JACOBS ENGINEERING GROUP, INC., JOHNSON, MIRMIRAN & THOMPSON, INC., KEITH AND ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., MCKIM & CREED, INC., MILLER, LEGG & ASSOCIATES, INC., RADISE INTERNATIONAL, L.C., SOUTH FLORIDA ENGINEERING AND CONSULTING LLC, TIERRA SOUTH FLORIDA, INC., AND WEST ARCHITECTURE + DESIGN, LLC; APPROVING AGREEMENTS WITH EACH AWARDED VENDOR; APPROVE TASK ORDER NO. GES-1J-01-25 WITH KEITH AND ASSOCIATES, INC., FOR AN AMOUNT NOT TO EXCEED $159,000 FOR THE MANGROVE PARK BOARDWALK REMOVAL PROJECT; APPROVE TASK ORDER NO. GES-1E-01-25 WITH CPZ ARCHITECTS, INC., FOR AN AMOUNT NOT TO EXCEED $135,000 FOR THE LAWRENCE ROAD - BEAUTIFICATION PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 16, 2024, the City Commission approved the list of the three (3) top-ranked proposers identified by the Evaluation Committee from the responses received from RFQ CW24-001 for General Engineering Consultant Services, who authorized staff to conduct negotiations with the firms as follows:

Scope A - Water Plant Modifications, Capacity & Operational Evaluations
Carollo Engineering, Inc.
Jacobs Engineering Group, Inc.
McKim & Creed
Scope B - Infrastructure Improvements & Evaluations
CDM Smith, Inc.
Carollo Engineering, Inc.
Baxter & Woodman, Inc.
Scope C - Ancillary Studies and Services

Carollo Engineering, Inc.
CDM Smith, Inc.
Scope D - Transportation
Johnson, Mirmiran & Thompson, Inc.
Kimley-Horn and Associates, Inc.
Baxter & Woodman, Inc.
Scope E - Architectural Design Services
CPZ Architects, Inc.
West Architecture + Design, LLC
BEA Architects, Inc.
Scope F - Hydrogeological Services
Jacobs Engineering Group, Inc.
Hazen and Sawyer
South Florida Engineering and Consulting
Scope G - Green Infrastructure, Sustainability, and Resiliency Services
EXP US
GHD Services, Inc.
Chen Moore and Associates
Scope H - Geotechnical Services
Colliers Engineering & Design, Inc.
Radise International, L.C.
Tierra South Florida, Inc.
Scope J - Civil Land Development
Keith and Associates, Inc.
Craven Thompson & Associates, Inc.
Caulfield Wheeler, Inc.
Scope K - Recreation and Parks Services

Miller Legg
Keith and Associates
Kimley-Horn and Associates, Inc.

WHEREAS, the RFQ was advertised, and submissions were opened on December 19, 2023. The City received a total of eighty-one (81) proposals, and the top-ranked proposers for each scope (either 2 or 3, depending on the specific scope) were presented to the City Commission on July 16, 2024, for approval and authorization to proceed with negotiations aimed at establishing contract agreements for ongoing services, in compliance with section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act; and

WHEREAS, emphasis was placed on the Schedule of Professional Fees to establish hourly rates for the initial contract period. After comparing the submissions from each firm, it became evident that negotiation sessions were necessary. Firms with significantly higher rates were contacted for further discussion. In accordance with section 287.055, Florida Statutes, staff now believes these rates are fair, competitive, and reasonable. Consequently, the attached Schedule of Professional Fees will be fixed and firm for the initial two-year term. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals based on the same terms and conditions; and

WHEREAS, Task Orders will be generated when specific projects are realized, utilizing the Schedule of Professional Fees as the basis for the overall cost of each task. Task Orders will be submitted to the Commission for approval in accordance with the City's Purchasing Policies and Procedures; and

WHEREAS, in order to expedite our standard process, Staff requests that the City Commission approve an expenditure of a budgeted not-to-exceed amount of $159,000 to Keith & Associates, Inc., through Task Order No. GES-1J-01-25 utilizing Scope J—Civil Land Development Services for the Mangrove Park—Boardwalk Removal Project, as well as an expenditure of a budgeted not-to-exceed amount of $135,000 to CPZ Architects, Inc., through Task Order No. GES-1E-01-25 utilizing Scope E - Architecture Services (Landscape Architecture) for the Lawrence Road - Beautification Project; and

WHEREAS, staff will negotiate these proposals based on the provided scope of work, and it is possible that the final costs may come in under the budgeted amount outlined above; 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 Request for Qualification No. CW24-001 for General Engineering Consulting Services to Baxter & Woodman, Inc., BEA Architects, Inc., Carollo Engineers, Inc., Caulfield & Wheeler, Inc., CDM Smith, Inc., Chen Moore and Associates, Inc., Colliers Engineering & Design, Inc., CPZ Architects, Inc., Craven Thompson & Associates, Inc., EXP U.S Services, Inc., GHD Services, Inc., Hazen and Sawyer P.C., Jacobs Engineering Group, Inc., Johnson, Mirmiran & Thompson, Inc., Keith and Associates, Inc., Kimley-Horn and Associates, Inc., McKim & Creed, Inc., Miller, Legg & Associates, Inc., RADISE International, L.C., South Florida Engineering and Consulting LLC, Tierra South Florida, Inc., and West Architecture + Design, LLC, approve Agreements with each awarded Vendor, approve Task Order No. GES-1J-01-25 with Keith and Associates, Inc., for an amount not to exceed $159,000 for the Mangrove Park Boardwalk Removal Project, and approve Task Order No. GES-1E-01-25 with CPZ Architects, Inc., for an amount not to exceed $135,000 for the Lawrence Road - Beautification 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, hereby awards Request for Qualification No. CW24-001 for General Engineering Consulting Services to Baxter & Woodman, Inc., BEA Architects, Inc., Carollo Engineers, Inc., Caulfield & Wheeler, Inc., CDM Smith, Inc., Chen Moore and Associates, Inc., Colliers Engineering & Design, Inc., CPZ Architects, Inc., Craven Thompson & Associates, Inc., EXP U.S Services, Inc., GHD Services, Inc., Hazen and Sawyer P.C., Jacobs Engineering Group, Inc., Johnson, Mirmiran & Thompson, Inc., Keith and Associates, Inc., Kimley-Horn and Associates, Inc., McKim & Creed, Inc., Miller, Legg & Associates, Inc., RADISE International, L.C., South Florida Engineering and Consulting LLC, Tierra South Florida, Inc., and West Architecture + Design, LLC.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve General Engineering Consulting Services Agreements between the City and the awarded Vendors (the "Agreements"), in form and substance similar to that attached as **"Exhibit A."**

SECTION 4. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GES-1J-01-25 between the City and Keith and Associates, Inc. for the Mangrove Park Boardwalk Removal Project for an amount not to exceed $159,000 (the "Task Order"), in form and substance to be approved by the City Attorney's office.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GES-1E-01-25 between the City and CPZ Architects, Inc., for the Lawrence Road - Beautification Project for an amount not to exceed $135,000 (the "Task Order"), in form and substance to be approved by the City Attorney's office.

SECTION 6. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements and the Task Orders. 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 7. The City Clerk shall retain the fully executed Agreements and Task Orders as a public record of the City. A copy of the fully executed Agreements and Task Orders shall be provided to Taralyn Pratt to forward to the Vendors.

SECTION 8. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this 19th day of November 2024.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor
11/21/2024

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean** Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and **CDM Smith, Inc.** a [type of entity: corporation] authorized to do business in the State of Florida, with a business address of **621 NW 53RD Street, Suite 265, Boca Raton, FL 33487**, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive agreement to perform General Engineering Consulting Services, and

WHEREAS, the CITY issued a **Request for Qualification for General Engineering Consulting Services**; and

WHEREAS, RFQ No. CW24-001 defined Scope of Services for General Engineering Consulting Services; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFQ No. CW24-001; and

WHEREAS, the CITY Commission on **July 16, 2024**, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the Request For Qualifications RFQ No. CW24-001; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. SERVICES AND RESPONSIBILITIES.

1.1 VENDOR hereby agrees to perform the General Engineering Consulting Services, by way of individual Task Orders, at the request of the CITY during the term of this Agreement as more particularly described in the **Request for Qualifications RFQ No. CW24-001 for General Engineering Consulting Services**, which is incorporated herein by reference.

The specific projects that may be assigned to the VENDOR are in conjunction with the specific ☒ box next to the Scope Category:

☐Scope Category A Water Plant Modifications, Capacity and Operations Evaluation
☒**Scope Category B Infrastructure Improvements and Evaluations**
☒**Scope Category C Ancillary Studies and Services**
☐Scope Category D Transportation Services
☐Scope Category E Architectural Services
☐Scope Category F Hydrogeological Services
☐Scope Category G Green Infrastructure, Sustainability, and Resiliency Services
☐Scope Category H Geotechnical Services
☐Scope Category J Civil Land Development Services
☐Scope Category K Recreation and Parks Services

1.2 The VENDOR agrees to perform work assigned by Task Order(s) (the "Services") under such terms as set forth in the Task Order(s). The Task Order Form is attached hereto as **Exhibit A**. The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.3 VENDOR shall furnish all services, labor, equipment, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all Services performed under this Agreement shall be done in a professional manner.

1.4 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.5 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other VENDORS to perform the same or similar services performed by VENDOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.6 The VENDOR is responsible for defects in its work and in the work of its Sub consultants'.

1.7 **PRELIMINARY SERVICES PHASE:** The VENDOR shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The VENDOR shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.7.1 During the preliminary services phase, the VENDOR shall advise the CITY, based on VENDOR'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; VENDOR to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the VENDOR'S findings and recommendations.

1.7.2 Preliminary design services to be performed by the VENDOR shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.7.3 VENDOR shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.7.4 Upon authorization of the CITY, the VENDOR will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.8 **BASIC SERVICES:** The VENDOR shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.9 **FINAL DESIGN SERVICES** shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits, and landfill permits.

1.9.1 The VENDOR based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule, or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems, and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The VENDOR shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.9.2 The VENDOR based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.9.3 The VENDOR shall assist the CITY in the preparation of the necessary proposal information and forms.

1.9.4 The VENDOR shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.9.5 The VENDOR shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.9.6 VENDOR shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked-up construction drawings to the VENDOR so that the VENDOR can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.9.7 Prior to final approval of the Construction Documents by the CITY, the VENDOR shall conduct a thorough review and quality control evaluation of the entire work product for compliance with the requirements of any local, state, or federal agency from which a permit or other approval is required. The VENDOR shall make sure that all necessary approvals have taken place.

1.9.8 Prior to each phased submittal, the VENDOR shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The VENDOR shall provide to the

CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.9.9 The VENDOR shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The VENDOR shall comply with all of its governing laws, rules, regulations, codes, directives, and other applicable federal, state, and local requirements in preparation of the work.

1.10 The VENDOR shall provide the construction documents, technical specifications, and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.11 The VENDOR, following the CITY's approval of the Construction Documents and the latest estimate of probable Construction Cost, shall, when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals and assist in preparing contracts for construction.

1.11.1 The VENDOR shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.11.2 Any Opinion of the Construction Cost prepared by VENDOR represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since VENDOR has no control over market conditions, VENDOR does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the VENDOR or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the VENDOR renders the Final estimated probable Construction Cost of the Final Design Plans, the VENDOR shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

1.11.3 The VENDOR shall provide the CITY with a list of recommended prospective bidders.

1.11.4 The VENDOR shall attend all pre-proposal/per-bid conferences.

1.11.5 The VENDOR shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.11.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals, Request for Qualifications or Invitation to Bid (two-step bid process), VENDOR shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.11.7 If requested, VENDOR shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.12 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the VENDOR. The VENDOR shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The VENDOR shall also review change orders prepared and submitted by

Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The VENDOR will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.12.1 The CITY shall maintain a record of all change orders, which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.12.2 If the VENDOR is not the Construction Manager for the construction, the CITY shall notify the VENDOR within three (3) business days of the discovery of any architectural/engineering error or omission so that the VENDOR can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.13 The VENDOR shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the VENDOR shall sign the schedule of values indicated in the belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.14 The VENDOR shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.19 "Resident Project Services" of this Agreement. The VENDOR observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the VENDOR will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the work completed. The VENDOR shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The VENDOR shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the work, nor shall the VENDOR be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The VENDOR shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the VENDOR shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the VENDOR will also represent to the CITY that to the best of its information and belief, based on what its observation has revealed, the work is in accordance with the Construction Documents. The VENDOR shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.15 The VENDOR shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings, and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.16 The VENDOR shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.17 The VENDOR shall review change orders prepared and submitted by the Contractor for the CITY'S approval. VENDOR shall not authorize any changes in the work or time, no matter how minor, without prior written approval by the CITY.

1.18 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by VENDOR, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by VENDOR that all releases of liens are satisfied, and written recommendation by VENDOR for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.19 **RESIDENT PROJECT SERVICES:** During the Construction progress of any work, the VENDOR will, if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the VENDOR. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but are not limited to the following:

a. Conducting all pre-construction conferences;
b. Conducting all necessary construction progress meetings;
c. Observation of the work in progress to the extent authorized by the CITY;
d. Receipt, review coordination, and disbursement of shop drawings and other submittals;
e. Maintenance and preparation of progress reports;
f. Field observation and verification of quantities of equipment and materials installed;
g. Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
h. Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project-related documents, and at the completion of each project, deliver all such records to the CITY;
i. Preparation, update, and distribution of a project budget with each project schedule;
j. Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
k. Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, and scheduling.
l. Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
m. Development and implementation of a system for the preparation, review, and processing of change orders;
n. Maintenance of a daily log of each project;
o. Recording the progress of each project, and submission of written monthly progress reports to the CITY, including information on the Contractors' work and the percentage of completion;
p. Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
q. Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the VENDOR or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the VENDOR. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of,

and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.

Although VENDOR shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), VENDOR shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by VENDOR'S employees or representatives. VENDOR shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of VENDOR. VENDOR shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors, or others at the project site ("Project Site") other than for VENDOR's employees, sub-consultants, and vendors.

1.20 ADDITIONAL SERVICES

1.20.1 When additional services are necessary, they shall be specified in the written Task Order. Examples of additional non-exclusive services are:

a. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with any particular project.

b. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by or to the CITY.

c. Services resulting from significant changes in the general scope, extent, or character of any particular project or its design, including but not limited to changes in size, complexity, the CITY's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the VENDOR'S control.

d. Providing renderings or models for the CITY's use.

e. Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.

f. Investigations and studies involving but not limited to, detailed considerations of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.

g. Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the VENDOR (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

h. Preparing to serve or serving as a VENDOR or witness for the CITY in any litigation, arbitration, or other legal or administrative proceeding.

i. Additional services in connection with a project not otherwise provided for in this Agreement.

j. Services in connection with a field order or change order requested by the CITY.

k. Providing artwork, models, or renderings as requested by the CITY.

1.21 When required by the Construction Contract documents in circumstances beyond the VENDOR'S control, and upon the CITY'S authorization, it will furnish the following additional services.

a. Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

b. Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the VENDOR.

c. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the VENDOR or if the VENDOR fails to notify the Contractor of the deficient quality of their workmanship pursuant to VENDOR'S duties as described in the Contract Documents, the VENDOR's additional services shall be deemed part of Basic Services and compensated as such.

d. Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.

e. Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

f. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the VENDOR in which case such services shall be deemed Basic Services. Except when caused by a design error by the VENDOR, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.22 **CITY'S RESPONSIBILITIES**

1.22.1 The CITY shall do the following in a timely manner so as not to delay the services of the VENDOR:

1.22.2 Designate in writing a person or persons to act as the CITY's representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the VENDOR'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this Agreement based on the specific Task Orders from each of the Scope Categories.

1.22.3 Provide all criteria and full information as to the CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.22.4 Assist the VENDOR by providing, at the VENDOR's request, all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the project.

1.22.5 Furnish to the VENDOR, if required for the performance of VENDOR's services (except where otherwise furnished by the VENDOR as Additional Services), the following:

1.22.6 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspection of samples, materials, and equipment;

1.22.6.1 Appropriate professional interpretations of all of the foregoing;

1.22.6.2 Environmental assessment and impact statements;

1.22.6.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.22.6.4 Property descriptions;

1.22.6.5 Zoning, deed, and other land use restrictions;

1.22.6.6 Approval and permits required in the CITY's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the VENDOR; and

1.22.6.7 Arrange for access to make all provisions for the VENDOR to enter upon the CITY's property as required for the VENDOR to perform services under this Agreement.

1.22.6.8 Consistent with the professional standard of care and unless otherwise specifically provided herein, VENDOR shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.23 SEQUENCE OF EVENTS

1.23.1 Following receipt of any Task Order, the VENDOR shall submit to the CITY, at least five (5) business days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.23.2 Task Orders will be issued to the VENDOR in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by VENDOR pursuant to this Agreement.

1.23.3 In accordance with the CITY's Purchasing Policy Manual, proposals received by the VENDOR as a result of a Task Order that exceeds the Procurement threshold amount, will require approval from CITY Commission before the execution of services.

1.23.4 When the CITY issues Task Orders to the VENDOR, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of VENDOR, failure of the VENDOR to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.23.5 It is anticipated and intended that the VENDOR will be authorized to begin new Task Order(s) on a "rolling" basis, as some already assigned Task Orders near timely completion. If a subsequent Task Order is issued to the VENDOR before it has completed the current Task Order, the completion date for each Task Order will remain independent of each other so that the VENDOR will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to

complete the "older" Task Orders in a timely manner may adversely impact continued early authorization to start subsequent work.

1.23.6 When the VENDOR has exceeded the stated completion date, including any extension for extenuating circumstances, which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) calendar days to cure said default, to the VENDOR and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.23.7 Should the VENDOR exceed the assigned completion time, the CITY reserves the right not to issue to the VENDOR any further Task Order(s) until such time as it is no longer in default and the VENDOR has demonstrated to the CITY's satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent Task Orders. This restricted issuance provision may result in the VENDOR not being issued all of the planned work the CITY anticipated in this Agreement. The VENDOR shall have no right to the balance of any work or to any compensation associated with these non-issued Task Orders due to the VENDOR being rendered in default.

1.23.8 Should the VENDOR remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.23.6, the CITY may at its sole option retain another VENDOR to perform any Services arising out of this Agreement and/or terminate this Agreement.

1.24 DEFINITION OF DEFAULT

1.24.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

a. VENDOR has not performed services on a timely basis due to VENDOR's negligent errors or omissions;
b. VENDOR has refused or failed to supply enough properly skilled personnel;
c. VENDOR has failed to make prompt payments to VENDOR's sub-consultants or suppliers for any services after receiving payment from the CITY for such services or supplies;
d. VENDOR has failed to obtain the approval of the CITY where required by this Agreement;
e. VENDOR has refused or failed to provide the services as defined in this Agreement;
f. VENDOR has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) calendar days of such date;
g. CITY has failed to make payments to VENDOR in accordance with the requirements of this Agreement;

1.24.2 In the event of Default, the VENDOR shall be liable for all damages resulting from the Default including:

a. The difference between the amount that has been paid to the VENDOR and the amount required to complete the VENDOR's Services, provided the fees by the firm replacing the VENDOR are reasonable and the hourly rates do not exceed the VENDOR'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.

b. In the event of default by the City, VENDOR may suspend the Services pending receipt of such payment.

1.24.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of

the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

1.25 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.26 The CITY's Representative during the performance of this Agreement shall be Keith Webber, or Designee.

1.27 The VENDOR's Representative during the performance of the Agreement shall be Suzanne Mechler (mechlerse@cdmsmith.com).

2. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **11/19/2024**, and shall remain in effect through **11/18/2026**. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals subject to termination clause(s) as provided herein. The City requires firm fixed rates for the initial agreement term. Either party must give a sixty (60) calendar day(s) written notice prior to the Agreement anniversary date of the intent to not renew for the renewal term. The initial term and any exercised renewal terms are collectively referred to as the "Term." Automatic renewal terms will be based on the same terms, conditions, pricing, specifications, and services herein. The VENDOR understands and acknowledges that all services to be performed will be governed by this Agreement and that there is no guarantee of any assignment, minimum amount of professional services, compensation, or future work being given to the VENDOR.

3. **Limited Term Extension**: The CITY may, at its sole discretion and without further City Commission action, extend the term of this Agreement for an additional one-hundred and eighty (180) calendar days (the "limited term extension") by filing a written notice signed by the Vendor and the City's Purchasing Department. At no time shall this limited term extension extend more than one-hundred eighty (180) calendar days beyond the expiration date of this Agreement without further City Commission approval. The VENDOR will be reimbursed for these services at the rate in effect when this limited term extension clause was invoked by the CITY.

4. **TIME OF PERFORMANCE / METHOD OF ORDERING SERVICES.**

4.1. Services under this Agreement shall commence upon the CITY's written notice to the VENDOR through an executed Task Order. The VENDOR shall perform all Services and provide all work products required pursuant to this Agreement and the specific Task Order by the sequence of events, or unless the CITY grants an extension of time in writing.

4.2. Limitations. No Task Order issued under this Agreement will be valid if the estimated construction cost of the specific project or the study activity fee exceeds the amounts set forth in Section 287.055, Florida Statutes.

4.3. VENDOR shall complete each Task Order executed during the Term without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

5. **PAYMENT.** The VENDOR shall be paid by the CITY for completed work and for Services rendered as follows:

a. Payment for the Services provided by VENDOR shall be made in accordance with the Fee Schedule as provided in **Exhibit B** attached hereto.

b. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the Services.

c. Compensation for vendor's sub-consultants will be negotiated based on each Task Order. Compensation will be through a direct mark-up in accordance with the Fee Schedule attached

hereto. Sub-consulting services shall be approved by the City's representative in writing prior to performance of the sub-consulting work. Consulting time for processing and management of the VENDOR's sub-consultant shall not be included in direct cost as the direct mark-up is applied for management efforts.

d. The VENDOR may submit invoices to the CITY once per month during the progress of the Srevices for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

e. In certain cases where incremental billing for partially completed Services is permitted by the CITY's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

f. Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the VENDOR shall submit a not-to-exceed proposal to the CITY's representative for prior approval based on estimated labor hours and hourly rates, which shall not exceed the established hourly rates set forth in the Fee Schedule, plus any sub-consultant services and other related costs supporting the proposed Services. The CITY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the total not-to-exceed cost amount.

g. Final payment of any balance due to the VENDOR of the total Task Order price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Services under this Agreement and its acceptance by the CITY.

h. Final Invoice: In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges, if not properly included on this invoice, are considered waived by the VENDOR.

i. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

j. Hourly rates shall remain fixed and firm for the initial two (2) year period of this Agreement. Cost of subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes as determined by the City, have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be based on the latest index published and available ninety (90) calendar days prior to the end of the Agreement year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) calendar days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of this Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the VENDOR, a reasonable reduction in costs that reflect such changes in the industry. All rate increases above 2% must be approved by the City Commission on the recommendation of the Director of Financial Services.

k. The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement may be canceled by the CITY upon giving thirty (30) calendar days' written notice to the VENDOR.

l. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Upon completion of any project / Task Order and final payment to VENDOR, all documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and VENDOR's sub-consultants.

7. **FUNDING.** This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

8. **WARRANTIES AND REPRESENTATIONS.** VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's Services shall meet or exceed the standard of care and skill ordinarily used by members of VENDOR's profession practicing under similar circumstances. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

10. **INDEMNIFICATION.**

A. The VENDOR shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR or other persons employed or utilized by VENDOR in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF VENDOR MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

11. **INSURANCE.**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management Director. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

a. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees

with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

b. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) calendar days prior written notice to the CITY.

c. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

d. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

e. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management Director. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12. **INDEPENDENT VENDOR/CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent vendor/contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing

to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

13. **COVENANT AGAINST CONTINGENT FEES.** The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

    A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

    B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

15. **SUBCONTRACTING.**

    A. VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY

    B. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the VENDOR uses any sub-consultants on this project, the following provisions of this Article shall apply:

    C. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the Services in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new sub-consultant by the CITY. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work or applicable Task Order.

    D. The VENDOR, its sub-consultants, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and its agreement with any sub-consultant for work to be performed for the CITY the VENDOR must incorporate the terms of this Agreement.

16. **DISCRIMINATION PROHIBITED.** The VENDOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. **ASSIGNMENT.** The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER.** A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. **TERMINATION.**

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by VENDOR of written notice of such neglect or failure.

20. **DISPUTES.**

A. Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction exclusively located in Palm Beach County.

B. **Correction of Work**. If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

a. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered or expenses incurred by reason of default, shall be due and payable to VENDOR.

b. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

c. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

d. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

21. **UNCONTROLLABLE FORCES.**

21.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **CITY PROVIDED INFORMATION AND SERVICES.**

22.1 CITY shall furnish VENDOR available studies, reports, and other data pertinent to VENDOR'S services; obtain or authorize VENDOR to obtain or provide additional reports and data as required; furnish to VENDOR services of others required for the performance of VENDOR's Services hereunder, and VENDOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing VENDOR's Services under this Agreement.

23. **ESTIMATES AND PROJECTIONS.**

23.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, VENDOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from VENDOR's opinions, analyses, projections, or estimates.

24. **THIRD PARTIES.**

24.1 The services to be performed by VENDOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on VENDOR's performance of its services hereunder, and no right to assert a claim against VENDOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of VENDOR's services hereunder.

25. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:	Suzanne Mechler
	CDM Smith, Inc.
Address:	621 NW 53rd Street
	Suite 265
	Boca Raton, FL 33487
Phone:	561-571-3800
Email:	mechlerse@cdmsmith.com

26. **INTEGRATED AGREEMENT.** This Agreement, together with RFQ and any addenda and/or attachments, represents the entire and integrated Agreement between the CITY and the VENDOR and supersedes all

prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

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

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

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

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

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

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

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

28. E-VERIFY.

28.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

A. "Contractor, Vendor, Proposer, Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

28.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the Agreement;

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. By entering into this Agreement, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

28.1.3 Contract Termination. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1), Fla. Stat., the contract shall be terminated

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

30. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

31. **CONFLICTS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of this Agreement, Exhibits, any Task Order, VENDOR's Proposal, or other documents incorporated into this Agreement, such conflict shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) any Task Order, (3) the RFQ, and (4) VENDOR's Proposal.

32. **COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT.** VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **DOMESTIC PREFERENCE FOR PROCUREMENTS.** As appropriate and to the extent consistent with law, the VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items

and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

34. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS.** If applicable, the VENDOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Agreement, VENDOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, VENDOR will deliver to the VENDOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Agreement in formats acceptable by VENDOR.

35. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. VENDOR represents and certifies: (i) VENDOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in VENDOR; and (iii) VENDOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

37. **COUNTRIES OF CONCERN**. VENDOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

38. **DULY LICENSED**. VENDOR represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this 19th day of November, 2024.

CITY OF BOYNTON BEACH

E. Ty 11/21/2024

Ty Penserga, Mayor

CDMSmith

(Authorized Official Name), (Vendor)

Suzanne Mechler

Print Name of Authorized Official

Vice President

Title

CDM SMITH INC (Corporate Seal) CORPORATE SEAL MASSACHUSETTS 1970

Attest/Authenticated:

Paul Milligan, Secretary

Witness

Paul Milligan

Print Name

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Approved as to Form:

Shawna G. Lamb

Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

Maylee De Jesus, City Clerk

EXHIBIT A
Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. _____

Consultant: _____

1. **Task/Project**. _____(*Insert title and brief description)*_____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____ ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed *(Task Order Form and Purchase Order)***.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
Fee Schedule

PERSONNEL CLASSIFICATIONS	HOURLY RATE
Principal	$300.00
Project Manager	$280.00
Senior Engineer	$260.00
Process Engineer	$260.00
Sr. Electrical Engineer	$270.00
Electrical Engineer	$200.00
Process Control/Inst. Engineer	$250.00
Sr. Mechanical Engineer	$270.00
Mechanical Engineer	$200.00
Engineer	$200.00
Designer	$180.00
GIS Specialist	$200.00
Structural Engineer	$160.00
Public Relations Specialist	$170.00
Construction Inspector	$180.00
Senior Rate Analyst	$280.00
Clerical / Administrative	$130.00

Reimbursable Expenses:

Direct costs such as postage, prints, and delivery services will be billed at cost.

Mark-up % Sub-Consultants Fee: 10 %

ATTACHMENT "A"

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

ATTACHMENT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 18, 2024

Entity: CDM Smith Inc.

Signed: _____

Name: Suzanne Mechler

Title: Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th day of October, 20 24, by Suzanne Mechler, as Vice President for CDM Smith Inc., who is (personally known to me) or who has produced _____ as identification.

Notary Public Signature: Kelsey Azadian

Print Name: Kelsey Azadian

State of Florida at Large (Seal)

KELSEY AZADIAN
MY COMMISSION # HH 398510
EXPIRES: June 20, 2027

My commission expires: June 20, 2027

Affidavit of Compliance with Foreign Entity Laws must be completed and returned with the signed Agreement

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: October 18, 2024

Signed: _____

Entity: CDM Smith Inc.

Name: Suzanne Mechler

Title: Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th of October day of , 2024, by _____, as Suzanne Mechler as Vice President for CDM Smith Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Kelsey Azadian

Print Name: Kelsey Azadian

State of Florida at Large (Seal)

KELSEY AZADIAN
MY COMMISSION # HH 398510
EXPIRES: June 20, 2027

My commission expires: June 20, 2027

Affidavit of Compliance with Anti-Human Entity Laws must be completed and returned with the signed Agreement

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-325- Approve a Piggyback agreement between the City of Boynton Beach and SHI International Corp. to piggyback Sourcewell contract 121923-SHI in an amount not to exceed $600,000 per year to procure technology hardware and software including core Microsoft products.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-325.

Explanation of Request: In December 2018, the City of Boynton Beach entered into a three-year Microsoft Enterprise Agreement (EA) to provide certain software and licensing in the amount of $188,874.48. The City previously added additional Microsoft Exchange Online licensing, raising the third-year payment for the 3-year agreement to $190,403.28. The current Microsoft (EA) expires on December 31, 2024. The new 3-year Microsoft (EA) for software and licensing is at a price of $369,902.16.

The City is currently licensed to use the following core Microsoft products:
- Windows Server 2022 for file, print, and application server services
- Microsoft 365 G3
- Exchange 2016
- SQL Server 2022 for database server services

The Microsoft EA allows the ITS Department to upgrade to the latest software versions as they are released. This will ensure that the City can collaborate with our citizens, other government entities, and businesses as newer software applications are used. The piggyback agreement approves this specific purchase and authorizes the City to obtain additional services as needed up to an aggregate annual amount not to exceed $600,000.

How will this affect city programs or services? The piggyback agreement will allow City departments to procure technology hardware and software as needed throughout the year.

Lower cost of ownership – by standardizing on the Enterprise platform and receiving Software Assurance benefits. Historically, Microsoft product releases include a 5% - 15% annual cost increase. The EA provides fixed costs over a three year term for all Microsoft products purchased at the onset of the agreement.

Access to the Most Recent Versions of Software – the right to the current and future versions of software products is built in to the price of the agreement.

Enhanced Technical Capabilities – the EA enables user agencies to reduce costs and streamline management with the Microsoft Desktop Optimization Pack (MDOP), which offers innovative technologies, application virtualization, asset management, policy control, and device diagnostic and recovery tools.

Home Use – we can accelerate employee readiness through the promotion of Home Use. For example, Office Professional can be paid for and downloaded at home by the employee, cost a fraction of the normal retail version. The additional software deployment at home will help to make the employee more proficient with its use at work.

Participating in this agreement will allow the City of Boynton Beach to get the most out of its Microsoft software investment.

Fiscal Impact: Funding was approved and is available for the Fiscal Year 2024-2025 from multiple City accounts.

Attachments:
R24-325 Agenda Item 2519-2023 Resolution for Microsoft Enterprise Agreement.docx

RESOLUTION NO. R24-325

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A THREE-YEAR MICROSOFT ENTERPRISE AGREEMENT FOR THE PURCHASE OF MICROSOFT SOFTWARE FOR AN ANNUAL AMOUNT NOT TO EXCEED $400,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, in December 2018, the City entered into a three-year Microsoft Enterprise Agreement ("EA") to provide certain software and licensing in the amount of $188,874.48; and

WHEREAS, in 2022, the City added additional Microsoft Exchange Online licensing, which raised the third-year payment for the three-year agreement to $190,403.28; and

WHEREAS, the current EA expires on December 31, 2024, and the new three-year EA for software and licensing is $369,902.16; and

WHEREAS, the City is currently licensed to use the following core Microsoft products:

- Windows Server 2022 for file, print, and application server services
- Microsoft 365 G3
- Exchange 2016
- SQL Server 2022 for database server services; and

WHEREAS, the EA will allow the ITS Department to upgrade to the latest software versions as they are released, ensuring that the City will be able to collaborate with its citizens, other government entities, and businesses as newer software applications are released for use, as well as the City getting the most out of its Microsoft software investment; and

WHEREAS, Microsoft and the City agree to an extended EA to ensure fixed costs over the renewed three-year term for all Microsoft products purchased at the onset of the agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the three-year EA for the purchase of Microsoft software with an annual amount not to exceed $400,000.

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 the extended Microsoft Enterprise Agreement (the "Extended EA") to provide software and additional licensing for an annual amount not to exceed $400,000 (the "Agreement"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. The Mayor-executed Agreement shall be forwarded to Charles Stevens to obtain execution by the Vendor. Charles Stevens 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 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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-326- Approve the piggyback agreement with W.W. Grainger utilizing the City of Tucson Contract # 240078-01 with Omnia Partners for the purchase of hardware, electrical, and safety supplies for an estimated Citywide annual expenditure not to exceed $120,000 per year. Omnia Partners procurement process satisfies the City's competitive solicitation requirements. Contract term: January 1, 2025, through December 31, 2027, with two (2) additional one (1) year renewals.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-326.

Explanation of Request: The City of Tucson, acting by and through Omnia Partners, competitively procured Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services.

Omnia Partners is a purchasing organization for state and local government, K-12 education, colleges, and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as the lead agency, utilizing industry best practices and processes.

This approval will allow for the purchase of hardware, electrical, and safety supplies. The supplies are necessary to provide safe working conditions and the proper tools and equipment needed to perform various jobs.

How will this affect city programs or services? This will enable City's Staff to perform work properly and safely.

Fiscal Impact: Funds are budgeted and available for account 502-0000-141-0100 for the estimated amount of $120,000 per year.

Attachments:
R24-326 Agenda Item 2509-2023 Resolution for Piggyback agreement with WW Grainger.docx
Exhibit A to Resolution - signed piggyback agmt.pdf
Exhibit A to Agmt - 240078-01_Grainger_MA_final_2024.10.25.pdf
Exhibit A to Agmt - 240078__Price_Page__GraingerFinal_Combined.pdf
Exhibit A to Agmt - 240078_Grainger_EXE.pdf

RESOLUTION NO. R24-326

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH W.W. GRAINGER, INC. FOR THE PURCHASE OF HARDWARE, ELECTRICAL, AND SAFETY SUPPLIES FOR AN ANNUAL AMOUNT NOT TO EXCEED $120,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 15, 2024, the City of Tucson, acting by and through OMNIA Partners ("OMNIA"), competitively procured Maintenance Repair and Operations ("MRO") Supplies, Parts, Equipment, Materials, and Related Services ("Services") with W.W. Grainger, Inc., an Illinois corporation ("Vendor"); and

WHEREAS, on October 2, 2024, the City of Tucson signed contract 240078-01 with Vendor for a three (3) year term, commencing January 1, 2025, and continuing through December 31, 2027, with two (2) additional one-year renewal options; and

WHEREAS, the City of Boynton Beach ("City") desires to obtain MRO Supplies on an as-needed basis from Vendor; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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, the City and Vendor have agreed to allow the City to piggyback the City of Tucson/OMNIA 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 the Vendor for MRO Supplies, with an annual amount not to exceed $120,000.

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

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement between the City and Vendor, for MRO Supplies and Services for an annual amount not to exceed $120,000 (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 as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Michael Dauta 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 W.W. GRAINGER, INC.

This Piggyback Agreement is made as of this 20 day of November, 2024, by and between W.W. GRAINGER, INC., an Illinois corporation authorized to do business in the State of Florida, with a principal address 100 Grainger Parkway, Lake Forest, IL 60045, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, the City of Tucson, AZ, acting by and through Omnia Partners, competitively procured Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services; and

WHEREAS, on October 2, 2024, the City of Tucson, signed contract 240078-01 with Vendor (the "Master Agreement") for a three (3) year term, commencing January 1, 2025 and continuing through December 31, 2027, with two (2) additional one-year renewal options; and

WHEREAS, the City desires to obtain MRO Supplies 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 MRO Supplies to be stocked at the Warehouse for the City's Departments within the City, the City's Materials and Distribution Division is requesting the City enter into a Piggyback Agreement with Vendor; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A;" and

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 January 1, 2025, and will remain in effect until December 31, 2027, with two (1) 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 Supplies and 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, 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 City shall compensate Vendor, pursuant to the rates set forth in the Master Agreement for the Supplies and Services in an annual amount not to exceed $120,000.00.

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 Materials and Distribution Department
Attn: Michael Dauta
222 NE 9th 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. 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

W.W. GRAINGER, INC.

(Signature), Company

Richard Rodriguez
Print Name of Authorized Official

District Sales Manager
Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

MARCO SALGADO
Print Name

EXHIBIT A
OMNIA PARTNERS NO. 240078-01
MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS, AND RELATED SERVICES, BETWEEN THE CITY OF TUCSON AND W.W. GRAINGER, INC.

CITY OF TUCSON

Contract No. 240078 - 01

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Vendor: W.W. Grainger, Inc.

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1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
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3. Vendor's Response to RFP No. 240078
4. RFP No. 240078
5. Insurance

CITY OF TUCSON

1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
(520) 837-4137
Matthew.Sage@tucsonaz.gov

August 14, 2024 Sent this day via email: Ken.White@grainger.com

Ken White
National Government Sales Manager
Grainger
100 Grainger Parkway
Lake Forest, IL 33544-7925

RE: City of Tucson RFP No. 240078, Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Letter of Concurrence

Dear Mr. White:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in the document, Grainger must specify such in a written response to this request.

The following contract modifications/clarifications have been accepted and agreed to by the City of Grainger:

1. **Best and Final Pricing**:
   Pricing shall be as per the attached Price Page submitted by Grainger on May 31, 2024.

2. **City of Tucson and OMNIA Partners Negotiated Terms and Conditions:**
   The agreed upon Terms and Conditions for the City of Tucson and OMNIA Partners is attached to this letter.

3. **Order of Precedence.**:
   The order of precedence for documents shall be delineated in the following order:
   1) Letter of Concurrence
   2) Negotiated Terms and Conditions, Revised August 14, 2024
   3) Best and Final Price Page submitted by Grainger on May 31, 2024
   4) Grainger's response to City's Intent to Negotiate/Best and Final Offer (BAFO)
   5) City's Intent to Negotiate/BAFO Request
   6) Grainger's response to City's Request for Proposal (RFP) No. 240078
   7) RFP No. 240078

This Letter of Concurrence is not an intent to award a contract and does not establish a contractual relationship between the firm and the City.

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
(520) 837-4137
Matthew.Sage@tucsonaz.gov

Please signify your concurrence by signing this document and returning to my attention via e-mail at Matthew.Sage@tucsonaz.gov on or before **Thursday, August 15, 2024**, **at 5:00 p.m.** local Arizona time. If you have any questions regarding this letter, please contact me via e-mail or via my direct phone at (520) 837-4137.

Concurrence by W.W. Grainger, Inc.:

Ken White 8/15/2024
Authorized Signature Date

Ken White
Printed Name

Concurrence by City of Tucson:

Matthew Sage 8/16/24
Authorized Signature Date

Matthew Sage
Printed Name

Sincerely,

Matthew Sage

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager

Attachments: City of Tucson and OMNIA Partners Negotiated Terms and Conditions, Revised August 14, 2024, Price Page submitted by Grainger on May 31, 2024.

CITY OF TUCSON CONTRACT

Negotiated Terms and Conditions, Revised August 14, 2024

C. SCOPE OF WORK

C.1.A.7 – WARRANTY

Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects for no less than one (1) year from the date the equipment is delivered or if installation is required, installed. In all instances, the Warranty period will begin no later than thirty (30) days following delivery of equipment or as otherwise mutually agreed upon. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to specified specifications. Please see Grainger's City of Tucson technical response, Section 3. Services., iii., 8th Para. for additional Grainger Warranty Terms and Conditions.

C.1.B.3 – DEFECTIVE PRODUCT

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re- shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification or a mutually agreed upon timeframe.

C.1.B.4 – PRICING

Market Basket product Prices and category contract discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve- month period following contract award. Where applicable, Contract pricing shall be determined by applying Offerors discounts to Offeror's Contract Reference Price ("CRP"), i.e., contract catalog list price, at time of purchase.

G. SPECIAL TERMS AND CONDITIONS

G.2 – FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination. Standard ground freight shipments paid by Contractor on all catalog product orders to the delivery location designated. All other freight charges imposed by freight carrier related to shipment of oversize, special handling, expedited or hazmat product(s) are paid by City/Member. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City/Member will assist the Contractor in arranging for inspection.

G.3 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications". Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

G.4 – PRICE ADJUSTMENT

At least 60 (sixty) days before the end of the Contract first year and every subsequent Contract anniversary, Contractor may submit to the Contract Officer a request for price adjustments to Contractor's Market Basket offering. Based on documented increased Contractor costs, and the City may, at its discretion, make price adjustments, which will take effect on the Contract anniversary date and shall apply during the course of the subsequent Contract year. extension term. If Contract price adjustments are not approved, Contractor may, at its sole discretion, remove product from its Contract Market Basket offering.

I. STANDARD TERMS AND CONDITIONS

I.20 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all third-party allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or to the extent arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

I.30 – FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results

to City. The audit must be performed by a qualified, independent accounting firm or equally as qualified Contractor internal audit resources and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City once Contractor is afforded a reasonable amount of time to validate City audit findings. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

OMNIA PARTNERS AGREEMENT

PPA ATTACHMENT F – EXHIBIT A

SUBSECTION 1.4., AWARD BASIS., 2ND PARAGRAPH

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed expiration or termination of the Master Agreement . Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, provided the purchase order was accepted by the Supplier prior to expiration or termination of the Master Agreement.

SUBSECTION 1.5., OBJECTIVES OF COOPERATIVE PROGRAM

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;

SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.1., CORPORATE COMMITTMENT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategyies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market" strategies to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and…

SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.2, PRICING COMMITMENT

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Participating Public Agencies, absent Participating Agency pricing, discounts and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.3., SALES COMMITMENT

Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., A.i., MARKETING AND SALES

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategies for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as one of the public sector go-to-market strategies within first 10 days…

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., C., MARKETING AND SALES

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., E.ii., MARKETING AND SALES

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

ii. Pricing, discounts, and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., J. MARKETING AND SALES

State the amount of Supplier's Public Agency sales for the previous fiscal year and percent of total prior year sale.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., L., MARKETING AND SALES

Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one

$ .00 in year two

$ .00 in year three

Supplier does not guarantee minimum Contract Sales, but affirms it will perform in accordance with terms and conditions while promoting this Contract as one of its "go to market" strategies to Public Agencies, including existing customers.

SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., M., MARKETING AND SALES

Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

PPA ATTACHMENT F – EXHIBIT C

MASTER INTERGOVERNMENTAL COOP PURCHASING AGREEMENT, EXAMPLE; EXHIBIT C, SUBSECTION 8

The Procuring Party shall now use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

PPA ATTACHMENT F – EXHIBIT F

EXHIBIT F., TO WHOM IT MAY CONCERN

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement. This form should be completed and returned.

EXHIBIT F., SIGNATURE BLOCK

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

EXHIBIT F., SIGNATURE BLOCK FOLLOWING SUBSECTION 10. CLEAN WATER STATE REVOLVING FUNDS

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

FTA TERMS AND CONDITIONS.PDF., PAGE 55-57/63

Certifications. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

CITY OF TUCSON

2. City's Intent to Negotiate/BAFO Request

LETTER OF INTENT TO NEGOTIATE

May 22, 2024 Sent this day via email: Ken.White@grainger.com

Ken White
National Government Sales Manager
Grainger
100 Grainger Parkway
Lake Forest, IL 33544-7925

RE: City of Tucson RFP #240078; Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Intent to Negotiate

Dear Mr. White:
The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your Proposal / Letter of Clarification and Exception:
    a. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.3 Defective Product.
    b. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.4 Pricing.
    c. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.3, Federal Transit Administration (FTA) Requirements.
    d. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.4, Price Adjustment.
2. At this time, the City requests additional clarification and justification on the following exceptions, at this time, the City has not accepted the following:
    a. Request for Proposal, Section C., Scope of Work, Subsection C.1.A.7. Warranty.
    b. Request for Proposal, Section G., Scope of Work, Subsection G.2., FOB Destination Freight Prepaid.
    c. Request for Proposal, Section I, Special Terms and Conditions, Subsection I.20., Indemnification.
    d. Request for Proposal, Section I., Special Terms and Conditions, Subsection I.30.E., Financial Records and Audits.
3. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit A – Response for National Cooperative Contract.
4. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit B – Administration Agreement, Example
5. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F –

LETTER OF INTENT TO NEGOTIATE

Exhibit C – Master Intergovernmental Coop Purchasing Agreement, Example

6. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit F – Federal Funds Certifications
7. The City requests a Best and Final response to the Pricing. Please complete the attached Price Page.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Matthew.Sage@tucsonaz.gov onor before May 31, 2024, at 4:00 p.m. Please contact me via e-mail or at (520) 837-4081 with questions regarding the items above.

Sincerely,

Matthew Sage

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
Business Services Department

Cc: Omnia Partners

Attachments: Three (3)
Grainger Exceptions
Exceptions Matrix
Best and Final Price Proposal

CITY OF TUCSON

3. Vendor's Response to RFP 240078



City of Tucson

Maintenance Repair & Operations (MRO) Supplies, Parts, Equipment & Materials

Supplies and Solutions for Every Industry®

REQUEST FOR PROPOSAL #240078

SUBMITTED BY:

Ken White
National Government Sales Manager
W.W. Grainger, Inc.
Ken.White@grainger.com
720-988-7669

March 28, 2024



GRAINGER.COM® | 1.800.GRAINGER

CITY OF TUCSON

REQUEST FOR PROPOSAL

240078

MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, AND MATERIALS

Due Date: Thursday, March 28, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/62080

PUBLISH DATE: February 7, 2024

Attachments:
A - OFFER_AND_ACCEPTANCE_RFP
E - RFP 240078_Attachment E_OMNIA_Final
G - FTA TERMS AND CONDITIONS
H - 240078, Attachment H, Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240078

TITLE: Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

SUBMITTAL DUE DATE: Thursday, March 28, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, February 20, 2024

TIME: 10:00 am LOCAL AZ TIME

LOCATION: MICROSOFT TEAMS VIRTUAL MEETING

Meeting ID: 245 258 888 266
Passcode: S5V3ke

Or call in (audio only)
+1 213-293-2303,,535442474# United States, Los Angeles
Phone Conference ID: 535 442 474#

QUESTIONS SHALL BE DIRECTED TO: Matthew Sage
(520) 837-4081
matthew.sage@tucsonaz.gov

Posted Date: Wednesday, February 7, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products and services for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

B.2. Contact Information

Matthew Sage
Procurement Manager
Email: matthew.sage@tucsonaz.gov
Phone: (520) 837-4081
Department:
Business Services

B.3. Timeline

Release Project Date	February 7, 2024
Pre-Proposal Meeting (Mandatory)	February 20, 2024, 10:00amhttps://teams.microsoft.com/l/meetup-join/19%3ameeting_ODc2OWYzYmQtZGIyNi00YWY2LTljMjYtYTMyZWY1NjhhYjA2%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%221dce1b86-387e-4e62-b197-798ed1fc7c55%22%7d
Question Submission Deadline	March 7, 2024, 4:00pm
Proposal Submission Deadline	March 28, 2024, 2:00pm

C. SCOPE OF WORK

C.1. General Requirements

A. **GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
   a. Have a strong national presence in the MRO supply industry.
   b. Have a distribution model capable of delivering products nationwide.
   c. Have a demonstrated sales presence.
   d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
   e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY**: For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also

guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. **PRODUCT REQUIREMENTS:**

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
   a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
   b. **Electrical Supplies –** Distribution, controls, wire, cable, voice & data and supplies.
   c. **Lighting –** Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
   d. **Tools –** Hand, power, outdoor and automotive tools and tool storage.
   e. **Measuring Tools & Test Instruments –** Calipers, gauges, inspection, micrometers and multimeters.
   f. **Pneumatic –** Pneumatic tools and system components, air compressors and hydraulics.
   g. **Machining and Cutting Tools –** Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
   h. **Material Handling, Storage and Packaging –** Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
   i. **Welding –** Welding equipment and supplies.
   j. **Fasteners and Adhesives –** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
   k. **Lubricants, Sealants and Paint -** Grease, oil, penetrates sealants, caulk and paint.
   l. **Safety and Security Supplies –** Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
   m. **Cleaning Equipment and Supplies –** Chemicals, equipment, restroom, paper, waste containers, cleaning.
   n. **HVAC Supplies –** Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
   o. **Pumps and Plumbing –** Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
   p. **Emergency Preparedness –** Sandbags, first-aid supplies, disaster recovery products etc.
   q. Other Categories
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing

purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
4. **PRICING:** Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
6. **COMPLETE PRODUCT OFFERING/BALANCE OF LINE**: Each Contractor awarded an item under this solicitation may offer their complete product and service offering/balance of line.

C. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

1. **Sourcing:**
   a. from non-catalog suppliers,
   b. of line card extensions of catalog suppliers,
   c. for custom products, and
   d. or OEM repair parts and accessories.
2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines.
5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
6. **Green/Sustainability Program:**

a. Policies: Efforts and policies pertaining to green and sustainability.
b. Products: Impact on product offerings.
c. Distribution: Impact in distribution.
d. Recycling of Lamps: The ability to recycle lighting and electronic products.
e. Lighting and Energy Audits: The ability to perform lighting and energy audits.
f. Certifications: The industry recognized certifications and standards obtained.

7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
9. **Consulting Services:** Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.
10. **Other Services:** Other value-add services not included in above categories.

C.2. National Cooperative Contract - OMNIA Partners

The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the

Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents **(ATTACHMENT E).**

Although the scope of work reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive product line nationally. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The City of Tucson anticipates spending approximately $4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $250 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant:A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at https://procurement.opengov.com/portalucson-az and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://procurement.opengov.com/portalucson-az.

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://procurement.opengov.com/portalucson-az.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at https://procurement.opengov.com/portalucson-az/contracts

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

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Appendix **54**

CONFIDENTIALITY

Information contained in this proposal is owned by W.W. Grainger, Inc.("Grainger"). Sections annotated as **"CONFIDENTIAL"** are Confidential and Proprietary, Trade Secret protected . The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger's proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Members without the prior written consent of Grainger.

This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and following notice to the City of Tucson / OMNIA Partners, Grainger reserves the right to revise proposal prices.

Executive Summary

March 28, 2024

Mr. Matthew Sage
Procurement Manager
City of Tucson
Business Services Department
Shared Services Procurement Division
255 W, Alameda, 6th Floor
Tucson, AZ 85701

Re: Response of W.W. Grainger, Inc. to Request for Proposal 240078, Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Dear Mr. Sage:

On behalf of W.W. Grainger, Inc.'s (Grainger), we value the opportunity to provide our response to Request for Proposal (RFP) 240078 addressing Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment and Materials. Over the past thirteen years, we have been privileged to partner with the City of Tucson, OMNIA Partners, and OMNIA Members in helping keep citizens and employees safe and facilities well-maintained.

Global Overview

Founded in 1927, Grainger is North America's largest MRO distributor. We are a leading broad line distributor of Maintenance, Repair, and Operating products and services determined to Keep the World Working® through innovative technology solutions and deep customer relationships.

In 2023, our go-to-market models allow us to serve the varying needs of our diverse customer base as we generated $16.5B in total company revenue. We achieved this by serving more than 4.5M active customers, with more than 26K team members, over 30M products offered globally, and with 34 total distribution centers in our entire network.

Grainger's Work with the City of Tucson and OMNIA Partners

In the intensely competitive MRO sector, the City of Tucson OMNIA Partners agreement grew from approximately **6,476 participating Members in 2021 to 7,491 Members in 2023.** Over the same period, the MRO agreement's annual spend increased from $196.8M to $258M. A continuing trend is growth in local government participation. Of particular note, the City of Fort Worth and the Denver Housing Authority are Members who joined City of Tucson OMNIA Partners during the agreement's term.

Grainger leverages its deep Government knowledge to curate offers that represent the most critical products, services, and data analytics to anticipate the needs of your agencies. From the planned preventive maintenance programs within Public Works, to the unexpected consequences of natural disasters, Grainger's technical expertise, product breath, and supply chain resiliency will support your comprehensive needs.

Grainger is also prepared to support the business continuity and integrity of the City's infrastructure, data, and procurement processes. Our investments in ethics and compliance training, cybersecurity, and contract life-cycle management make Grainger the best choice to meet the evolving business challenges facing MRO acquisition.

Global Scale with Localized Support

In North America, we have nearly 2M available products that we bring to market with approximately 4K sales representatives that we couple with digital solutions, to drive deep customer relationships. We offer both digital and physical channels to service customers based on a wide range of preferences.

- **Digital Channels:** Our Grainger.com website is the 11th largest eRetail site in North America and offers curated product information and search. We also offer integrated software for customers with a more complex procurement processes. And when inventory management is a need, we offer our full suite of solutions that include, Customer Managed Inventory (CMI), Vendor Managed Inventory (VMI), Vending Machines, On-Site Branches/Stores, and Consignment.
- **Physical Channels:** For those customers who need to call or stop by and talk with a product expert, we offer Phone and Branch/Store service channels. Our team members offer strong technical knowledge across a wide range of product categories and are always ready to serve MRO customers in need.

Our industry leading fulfillment capabilities across North America, further set up apart from the competition and can be thought of in two ways:

- **Direct-To-Customer:** 14 distribution centers and our KeepStock Inventory Management solutions bring products to our customers.
- **Physical Pickup:** we offer 250 branches/stores when customers need same day will call service; each branch/store is outfitted with thousands of items, curated to meet local market needs and serve as hundreds of mini distribution centers to further serve customers.

When customers are looking for a partner that reliably delivers during their time of need, they often choose Grainger. Whether it is a large, complex customer like the Federal Government, in need of a multi-channel, end-to-end MRO partner, or relatively smaller, less complex customer like a local fire department looking for a one-stop, online platform, Grainger earns the repeat trust of customers for two key reasons:

- **Our reputation for best- in- class customer experience:** we have what MRO customers need, we make it easy to find, we get it to customers fast and accurately, and we make it easy to receive, pay, and if necessary, return or exchange.
- **Our reputation for offering tangible value:** we aim to know our customer's business, simplify the procurement and purchasing process, deliver and document tangible cost savings, and help customers reduce tying up cash and space in on-hand inventory.

Pricing and Incentives **"Entire Section is Confidential"**

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Our work supporting the City of Tucson and OMNIA Partners is the highest of priorities. Grainger will continue to serve to understand the mission and challenges of each City of Tucson Departments and Agencies and replicate that commitment across all OMNIA Members.

Thank you for considering our proposal.

Respectfully,

Ken White

Ken White
National Government Sales Manager
W.W. Grainger, Inc.
Ken.White@grainger.com
720.988.7669

***

Grainger has a long and proud history of supporting OMNIA Partners, the lead agency of the City of Tucson and all its corresponding contract members to keep people safe and facilities well maintained. We are honored and privileged to continue to support these values. These numbers illustrate our commitment.

***

1. Method of Approach

a. Method of Approach

1. Provide A Response to The National Program

a. Include a detailed response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Grainger has completed a response to Attachment F, Exhibit A

b. The successful offeror will be required to sign Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Grainger has reviewed Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Proposed exceptions have been provided.

c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

Grainger has completed Attachment F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

d. Describe and provide an example of any additional agreements that may be required for Participating Public Agencies.

Please see Section 3 Services for new participating public agency affiliation guidance.

1. PRODUCT
"Entire Section is Confidential"

The Table below presents Grainger's categories and the number of SKUs responding to those categories referenced in the RFP Scope of Work, Product Requirements at RFP, page 7. Additional categories are also provided. This presentation is based on Grainger's category hierarchy and subcategory description. Note that some Grainger categories overlap with those enumerated in the RFP.

ALL REQUESTED CATEGORIES

Over **1.6 million** SKUs available from Grainger's general catalog

	MOTORS & POWER TRANSMISSION **30,841**	ELECTRICAL SUPPLIES **107,668**		LIGHTING **25,892**
TOOLS **115,972**		MEASURING TOOLS & TEST INSTRUMENTS **19,790**	PNEUMATIC **52,851**	
MACHINING & CUTTING TOOLS **286,959**	MATERIAL HANDLING, STORAGE & PACKAGING **73,878**		WELDING **19,916**	FASTENERS & ADHESIVES **63,783**
LUBRICANTS, SEALANTS & PAINT **55,673**		SAFETY & SECURITY SUPPLIES **220,591**		CLEANING EQUIPMENT & SUPPLIES **21,098**
HVAC SUPPLIES **47,358**	PUMPS & PLUMBING **94,572**		EMERGENCY PREPAREDNESS **557**	

OTHER PRODUCT CATEGORIES

SOURCING 16,000 Suppliers 32 MRO Categories **5,000,000**	FLEET & VEHICLE MAINTENANCE **26,150**	HARDWARE **44,547**		OFFICE SUPPLIES **80,119**
REFERENCE & LEARNING SUPPLIES **122**	LAB SUPPLIES **123,114**	OUTDOOR EQUIPMENT **9,392**	ELECTRONICS & APPLIANCES **8,592**	HOSPITALITY & FOOD SERVICE **32,864**

ii. Identification and description of subcategories

Based on Grainger's category hierarchy and subcategory description, presented in the chart below are subcategories for each required category listed in the RFP. Note that the k*ey subcategories listed are representative and not inclusive of the*

entire available subcategories.

iii. Identification and description of manufacturers within each sub-category

Grainger has **over 5,000 manufacturers and suppliers,** noted below across our categories,

REQUESTED Products

The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.

Category		Key Sub-Categories		Key Manufacturers	
	**Motors & Power Transmission** 25 Subcategories ~ 81 Manufacturers	- General - Definite Purpose - HVAC Motors - Gear Motors - Bearings	- V-Belts & Accessories - Sheaves & Pulleys - Shaft Couplings, Collars & Universal Joints - Power Transmission Belts - Speed Controls	- Contitech, Inc. - Dayton - SKF - TB Woods - Century	- Titan - WEG - Trane - Baldor Electric - Marathon Motors
	**Electrical Supplies** 35 Subcategories ~ 240 Mfr. / Suppliers	- Distribution - Controls - Wire - Cable - Voice & Data Supplies	- Switches - Starters & Contactors - Fuses, Relays, Plugs, & Receptacles - Wire Management & Connectors - Extension Cords & Outlet Strips	- Buyers Products - Bussman - Hubbell - Power First - Panduit	- Square D - GE - Schneider - Southwire - Raco
	**Lighting** 17 Subcategories ~ 108 Manufacturers	- Lamps - Ballasts - Fixtures - Task Lighting - Flashlights & Batteries	- Lighting Controls & Control Systems - Bulb & Lamp Recycling - Emergency Lighting & Exit Signs - Indoor LED Light Fixtures - Job Site Lighting	- Current powered by GE - Philips - Streamlight - Lithonia Lighting - Advance	- Lutron - Southwire - Procell - Maxlite - Energizer
	**Tools** 50 Subcategories ~ 286 Manufacturers	- Hand Tools - Power Tools - Outdoor Tools - Automotive Tools - Tool Storage	- Hammers & Striking Tools - Plumbing Tools - Demolition Tools & Equipmemt - Finishing Tools - Electrical Tools	- Proto - Westward - Milwaukee - Channellock - Rigid	- DeWALT - Greenlee - Makita - Porter Cable - ECHO
	**Measuring Tools & Test Instruments** 28 Subcategories ~ 150 Manufacturers	- Calipers - Gauges - Inspection - Micrometers - Multimeters	- Pressure & Vacuum Measuring - Electrical Power Testing - Temperature & Humidity Measuring - Nonelectrical Properties Testing - Data Recording	- Stanley - Westward - Starrett - Klein Tools - Mitutoyo	- Ashcroft - Fluke - FLIR - Extech - Triplett
	**Pneumatics** 13 Subcategories ~ 117 Manufacturers	- Pneumatic Tool & System Components - Air Compressors - Hydraulics - Pneumatic Hose Fittings & Couplings - Compressed Air Treatment	- Hydraulic Hose Fittings & Couplings - Hydraulic Filtration - Hydraulic Valves - Hydraulic Hoses - Distribution Equipment	- Dyna-Con - Speedaire - Bostitch - Ingersoll Rand - Chicago Pneumatic	- Parker - Aeroquip - Enerpac - Greenlee
	**Machining & Cutting Tools** 69 Subcategories ~ 170 Manufacturers	- Drill Bits - Taps & Dies - Blades - Counterbores & Countersinks - Abrasives	- Threading - Milling - Sanding Disks & Kits - Cut-Off & Grinding Wheels - Sanding Belts & Kits	- Chicago-Latrobe - CLE-Line - Cleveland - Widia - Greenlee	- Dykem - Irwin - Dewalt - Norton - 3M
	**Material Handling, Storage & Packaging** 62 Subcategories ~430 Manufacturers	- Ladders - Hoists - Shelving - Strorage - Furniture	- Packaging - Casters - Carts & Trucks - Drums - Pallet Jacks	- Werner - Cotterman - Bil-Jax - Albion - Shepherd Caster	- Husky - Tennesco - Eagle - Rubbermaid - Metro
	**Welding** 24 Subcategories ~ 70 Manufacturers	- Welding Equipment & Supplies - Filler Metals - Welding Safety Equipment - Soldering - TIG Welding & Accessories	- MIG Welding & Accessories - Welding Supplies - Plasma Cutting & Accessories - Welding Cables Grounds & Accessories - Welding Chemicals	- Victor - Bernzomatic - Turbotorch - Westward - Lincoln	- Miller - Lincoln - Harris - Weller - Continental
	**Fasteners & Adhesives** 26 Subcategories ~103 Manufacturers	- Nuts, bolts, washers, screws - Hooks, flat stock - Raw Materials (Metal, Rubber, Plastic) - Glue & Cement	- Tapes - Threadlockers - Adhesives & Glue - Concrete, Asphalt & Masonry - Dispensing Guns	- Tamper-Pruf Screw - Foreverbolt - Disc-Lock - Loctite - Anti-Seize Technology	- 3M - DAP - J-B Weld - Titebond - Sakrete

REQUESTED Products continued

The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.

	**Lubricants, Sealants & Paint** 25 Subcategories ~148 Manufacturers	- Grease - Oil - Penetrates Sealants - Caulk - Paint	- Lubricants - Oilers, Reservoirs & Sprayers - Grease Feeders & Precision Metering Pumps - Stains & Equipment - Paint Booths, Paint Sprayers & Tools	- DAP - GE - Dow Corning - CRC - LPS	- Armstrong - Rusto-Oleum - Krylon - LDI Industries - Westward
	**Safety & Security Supplies** 59 Subcategories ~ 450 Mfr. / Suppliers	- Spill Containment & Storage - Fire Protection - Personnel Protection Equipment (PPE): Eye, foot, workwear, hearing, hand, head & respiratory - Instrumentation	- Signs, labels, tags & security - Door & Window Security - Alarms & Warnings - Video Surveillance - Access Barriers & Crowd Control	- Tough Guy - National Guard - Condor - Ironclad - New PIG - Rubbermaid	- Dunlop - Talon Trax - Brady - Tapco - Carhartt - Eagle
	**Cleaning Equipment & Supplies** 17 Subcategories ~ 300 Manufacturers	- Chemicals - Equipment - Restroom - Paper - Waste Containers	- Cleaning - Odor Control - Janitorial Carts & Supply Holders - Trash Bags - Waste Containers	- Diversey - Tough Guy - 3M - Dayton - Sanitaire	- Rubbermaid - Georgia Pacific - Kimberly Clark - Zep - Lysol
	**HVAC Supplies** 27 Subcategories ~ 270 Manufacturers	- Controls - Heaters - Air Conditioning - Air Treatment - Fans	- Ventilators - Blowers - Central Equipment - Air Filters - HVAC Controls & Thermostats	- Air Handler - Johnson Controls - Dayton - Nu Calgon - Honeywell	- Siemens - RobertShaw - Friedrich - Movincool - Air King
	**Pumps & Plumbing** 60 Subcategories ~ 320 Manufacturers	- Submersible, Centrifugal, Water System & Displacement Pumps - Pipe, Valves, Heaters, Coolers, Filtration & Faucets - Pipe Fittings & Couplings - Pipe & Tubing	- Tube Fittings - Toilets, Urinals, & Repair Parts - Faucets, Hose Bibs, & Hydrants - Shut-Off Valves - Drum Pumps - Sump, Effluent & Sewage Pumps	- Parker - Zurn - Sloan - Viega Propress - American Standard	- Chicago Faucets - Zoeller - Little Giant - Bell & Gossett - Little Giant
	**Emergency Preparedness** 26 Subcategories ~ 59 Manufacturers	- Sand Bags - First Aid Supplies - Diaster Recovery Products - Emergency Water & Food Rations - Decontamination Shower	- Incident Command & Triage Supplies - Emergency Response Cots & Beds - Earthquake Safety Devices - Off-Grid Energy Equipment & Accessories - Emergency Lightstick	- Quick Dam - Quakehold - Chemlight by Cyalume Technologies - Pig - Aquasafe	- Snaplight (Cyalume Technologies) - Disaster Management Systems - Ready America - Mayday - AbilityOne

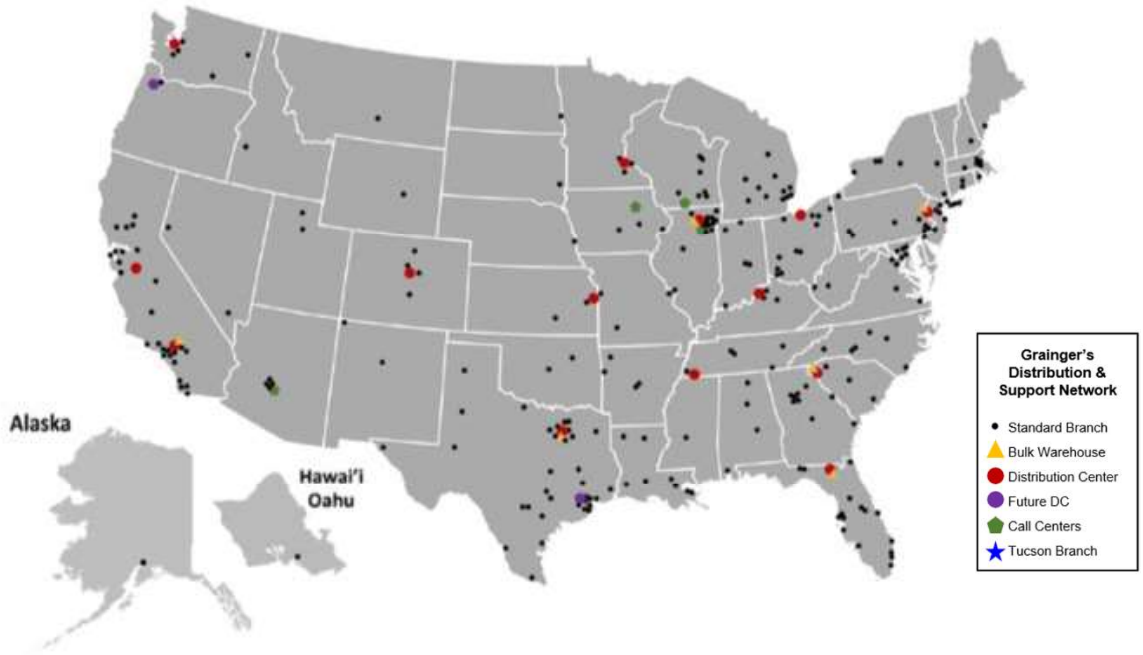
OTHER Product Categories					
	Sourcing	Non-Grainger catalog products & services		In 2023, Grainger engaged 16,000 sourcing suppliers to satisfy customer needs and provides access to over five million additional products to Members.	
	Fleet & Vehicle Maintenance 19 Subcategories ~ 300 Manufacturers	- Tire & Wheel - Automotive Electrical - Automotive Maintenance Tools - Automotive Chemicals - Automotive Towing	- Automotive Exterior - Automotive Mechanical - Vehicle Lighting - Automotive Cleaning/Appearance - Automotive Interior	- Westward - Buyers Products - Perfect Equipment - Ecco - Grote	- Baldwin Filters - Funnel King - Reese - Quickcable - Noco
	Hardware 18 Subcategories ~ 120 Manufacturers	- Door Hardware - Hardware Supplies - O-Rings & O-Ring Kits - Latches, Hasps, & Hinges - Door Locks & Deadbolts	- Magnets & Magnetic Strips - Window Hardware - Electromagnetic Locking Systems - Braces & Brackets - Springs	- National Guard - Rockwood - Lucky Line Products - Norton Door Controls - ICN	- Pemko - Velcro Brand - Mag-Mate - Stanley - Kaba Ilco
	Office Supplies 23 Subcategories ~ 180 Manufacturers	- Boards & Easels - Writing & Correction - Computer Supplies & Media - Office Paper & Notebooks - Office Organizers	- Flags, Flag Poles & Accessories - Binders & Clipboards - Calendars & Planners - Document Covers, Displays & Frames - Laminating & Binding Equipment	- Magna Visual - Quartet - Sharpie - Ability One - Logitech	- Post-It - Nylglo - Avery - At-A-Glance - C-Line
	Lab Supplies 24 Subcategories ~ 200 Manufacturers	- Labware & Lab Chemicals - Water Testing Equipment & Meters - Lab Consumables - Lab Ovens, Heating & Refrigeration	- Lab Utensils - Lab Instruments - Lab Storage & Transport - Particle Sizing - Lab Equipment	- Lab Safety Supply - Dynalon - Extech - Thermo Scientific - Labchem	- RICCA Chemical - Spectrum - Lamotte - American Biotech Supply - Advancetech
	Outdoor Equipment 23 Subcategories ~220 Manufacturers	- Insect & Pest Control - Pressure Washers & Accessories - Garden Hoses & Sprinkler Systems - Shovels, Tampers & Digging Tools	- Sprayers & Spreaders - Cutting & Pruning Tools - Snow & Ice Removal - Power Brushes, Yard Vacuums & Leaf Blowers - Rakes & Cultivating Tools - Fencing & Fencing Hardware	- Catchmaster - Tomcat - Continental - MI-T-M - Dayton	- Westward - Tough Guy - Rain Bird - ECHO - Ariens
	Electronics & Appliances 5 Subcategories ~ 100 Manufacturers	- Two-way Radios & Accessories - Communications - Electronic Communication Equipment - Intercoms & Speakers - Batteries & Battery Chargers	- Audio Equipment - Video Equipment - Data Entry Devices & Accessories - Ovens, Refrigerators, Ice Machines - Food Processesors, Garbage Disposals & Hardware	- Motorola - Midland - Nite Ize - Peerless - RCA	- Speco Technologies - Frigidaire - Royal - IN-SINK-ERATOR - ICE-O-MATIC
	Hospitality & Food Service 30 Subcategories ~ 139 Manufacturers	- Food Service Disposables & Dispensers - Food Service Cookware & Preparation - Food Service Snack Foods & Condiments - Bed, Bath & Table Linens	- Food Processing - Food Service Storage & Transport - Hospitality Uniforms & Workwear - Food Service Apparel - Guest Room Amenities	- Vollrath - Crestware - Cambro - Fashion Seal - Glowear by Ergodyne	- R & R Textiles - Iceberg - Dixie - Martex - Glaro
	Reference & Learning Supplies 5 Subcategories 11 Manufacturers	- Classroom Supplies - Books & Book Supplies		- Tape Logic - Label Master	

b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

Grainger's catalog offers more than 1.6 million MRO products. On-hand inventory, valued at $2.3 B across 32 MRO categories and is maintained through Grainger's US owned network of 14 distribution centers (DCs) with a total of 16.5 million square feet in size, 250 branch location, each with approximately $1 million in inventory, and 6 bulk warehouses for products such as generators, water heaters and other large items. Grainger is expanding its distribution and delivery capability with two new facilities in Gresham, OR and Houston, TX., scheduled to open in 2025 and 2026, respectively.

While not all products are stocked within the network, Grainger analytical planning tools position and deliver products centered on a just-in time delivery model. Grainger same day shipping encompasses 99% of in-stock items. Grainger's meaningful relationships with national and regional transportation carriers are critical to this capability.

Our advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each Member. This analytical approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a Member's location, and the fastest means of delivery.

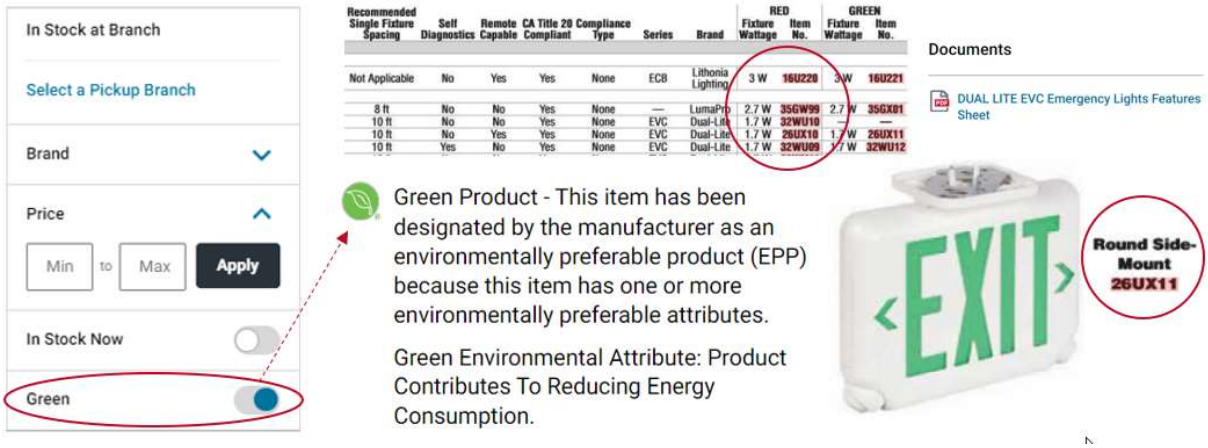


Grainger's strategic distribution network will ensure most Member orders are shipped the same day the order is received. 99% of the US postal codes are reachable the next day through our high-touch solutions North American supply chain network.

c. How are green products identified in your catalog? Online ordering?

Grainger's Environmentally Preferred Products (EPP) are identified with a "green" filter during the search process in the online catalog, accompanied by a green leaf icon.

The technical specifications section of each product contains an explanation of the certificate or attribute, making it simple for Members to understand the environmental benefits.



Shown above, in Grainger's online catalog, Members can click on the item number to go directly to the item's technical information and 'green' designation. To the right, a 'snippit' of how Members can easily search and view green products by checking the 'Green' filter toggle in the lower left-hand side of the grainger.com page.

d. Do you offer "Private Line" products? Please describe.

Yes, Grainger has been providing Exclusive Brands (Private Label) products and solutions to our customers since 1937. Grainger Exclusive Brand products can help Members do more with less by providing easy access to dependable products whose quality matches national-brand quality standards. Grainger offers **284,116 SKU's, across several categories and brands in our Exclusive** offering.

Air Handler	**Air Filtration Products:** Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper, Specialty Filtration
Condor – A GRAINGER BRAND	**Personal Protective Equipment:** Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High-Visibility Apparel, Protective Clothing, Rainwear, safety Glasses, Safety Goggles, Dust Masks, Safety Footwear.
WESTWARD – A GRAINGER BRAND	**Industrial Hand Tools:** Tool Storage, Master Tool sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary Power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, Safety.
Dayton – A GRAINGER BRAND	**Electromechanical & Material Handling:** Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationery Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, Winches.
LunaPro	**Lighting & Fixtures:** Lamps, Ballasts, Deck Lights, Dock Lights, Flashers, Flashlights, Jobsite Lighting, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task & Task Lighting.
SPEEDAIRE – A GRAINGER BRAND	**Pneumatics:** Abrasive Blasters, Air Compressors & Accessories, Air Dryers, Low Oil Monitors, Compressor / Generators, Desiccant Dryers, Dry air Systems, Hose Reels, Oil Filters, Spray Guns & Accessories.
TOUGH GUY	**Janitorial Supplies:** Cleaning Chemicals, Cleaning Supplies, Hand & Personal Hygiene, Restroom Equipment, Waste containers & Liners..

e. Submit all information that will aid the City in evaluating your proposal

Presented below are key values reflecting how Grainger's offer provides a competitive differential:

1. Incentives focused on the City of Tucson
2. Financial Strength and Reach
3. Advanced Digital Technology

4. Experience Serving the City of Tucson
5. Grainger Specialized Product Solutions

Incentives focused on the City of Tucson and OMNIA Partners' Members

The Value ADD and Pricing Sections are not only broad and competitive, but innovative. Covering all MRO categories nationwide and offering options to suit Member needs, it will maintain and attract Members.

As a way of showing our appreciation for the City of Tucson (City) as the Lead Agency, we have designed a unique offer that combines enhanced category discounts and substantial financial incentives. We believe this customized offer will maximize the City's MRO budget, increase productivity across departments/agencies, and return value to invest in strategic projects. The proposed offer is not static and will provide incremental financial benefits as the contract continues to grow through adoption and scale. Based on the City's historic purchases and reasonable growth projections throughout the term of the agreement (metropolitan growth rates and service enhancements), **we estimate $1,000,000 in additional savings based on the proposed Lead Agency Special Program.**

Grainger's pricing and incentive offer to all other contract Members is comprehensive as well. Our offer features market leading value to include competitive pricing, an expanded category discount program, and an incentive program for City of Tucson/OMNIA Partner Members. We believe this differentiated investment towards **all Members**, coupled with the unique and additional incentives for the City of Tucson, will provide the most meaningful solution to optimize our growth together.

We have crafted our offer with the aim of retaining existing Members and attracting new ones. Our offer features competitive pricing, an expanded category discount program, and an innovative incentive program for City of Tucson/OMNIA Partners. We believe that this differential investment towards all OMNIA partners coupled with unique incentives for the City of Tucson will provide the most meaningful solution to continue to grow this contractual partnership.

Financial Strength and Reach

With 2023 sales of $16.5 billion, Grainger is the leading broad line MRO distributor in the US and Canada. We serve more than 4.5 million customers worldwide with innovative technology and deep customer relationships. With these resources and expertise, Grainger will continue to promote value to the City of Tucson and OMNIA Partners. Since 2021, our partnership has grown from approximately 6,476 participating Members in 2021 to 7,491 Members in 2023. Over the same period, the MRO agreement's annual spend increased from $196.8M to $258M. Substantial local agencies, including the New York City Housing Authority and the District of Columbia Housing Authority, have become Members.

Advanced Digital Technology Aligning Product Merchandising Shaped for Government Customer Products and Services Requirements

In offering millions of products, from thousands of suppliers, with countless attributes unique to each product category, significant complexity arises. Serving more than one million active customers across diverse market segments, each with their own levels of complexity, the opportunity to leverage technology and data is presented. Grainger simplifies this challenge for government and other sectors to make their jobs easier.

The MRO sector has no data source providing meaningful customer information to discern current requirements and trends. By compiling and evaluating information about millions of products, Grainger shapes offerings to wide and varied market sectors while enhancing how customers search, compare, and purchase a product.

This work improves product information as it is directed to customer requirements, how a catalog is compiled and marketing-support systems, all of which are continually analyzed to improve website functionality assisting the customer. The work eases the customer's search by providing more informed insight to the purchasing decision as noted below:



Product Merchandising is shaped for the government customer.

Experience Serving the City of Tucson

As the incumbent MRO provider, the City of Tucson-OMNIA Partners' agreement is a prominent illustration of how Grainger strives to distinguish itself from the competition. Grainger team members work to understand the mission of each department of the City of Tucson and across the OMINIA Member network, particularly the public servants who fulfill vital government responsibilities.

Grainger has had a physical presence in Arizona since 1954. Approximately 880 Grainger employees live and work in Arizona. No competitor has Grainger's **LOCAL** presence. The City of Tucson has sales coverage from a Government Sales Manager and Account Manager who draw on the Tucson Grainger Branch on South Dodge Boulevard, 2 branches in Phoenix, 1 in Gilbert and the Grainger Customer Contact Center in Phoenix, to engage all customers directly.

With experience, and expertise regarding the City of Tucson, the ongoing engagement with the City's departments and personnel to address contract expectations, changing priorities, training opportunities, and highlight new MRO products and innovative solutions will continue to evolve with the City of Tucson's interest at the forefront.

Grainger's offer encompasses comprehensive audit, oversight, and training to adhere to all contract pricing and requirements across City of Tucson-OMNIA Partners' terms and conditions. Government Team training includes mandatory ethics and compliance responsibilities. Grainger's information systems provide customer-driven requirements supporting oversight, supervision, and accountability. Reporting and compliance structures are shaped to individual agencies.

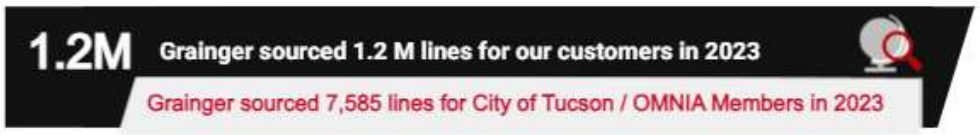
2. SERVICES

"Entire Section is Confidential"

1. Sourcing:

Grainger's centralized sourcing team acquires MRO services not found in the Grainger general catalog:

- from non-catalog suppliers,
- line card extensions of catalog suppliers,
- for custom products, and
- OEM repair parts and accessories.



Knowing our customers' facilities are specialized and that product lead times are critical. Grainger works with **local and national suppliers** throughout the US to address specialized customer product needs, from non-catalog suppliers, line card extensions of catalog suppliers, custom products, and OEM repair parts and accessories**.**

In 2023, Grainger engaged **16,000 sourcing suppliers** to satisfy customer needs and provide access to over **five million additional products** to Members. A critical element of Grainger's offer is enabling agencies to respond expeditiously to unique and hard to find product requirements.

Note: *Please see* ***Exhibit 01 Sourcing Terms and Conditions*** *in the Appendix. Sourcing orders do not receive a category discount.*

2. Software Punch-out Integration & Mobile Applications

The capability of your electronic ordering system to interface with an agency's inventory software system.

Grainger's ecommerce services extend beyond core e-pro services to provide not only additional serach and purchasing channels but to meaningful management controls able to integrate with an agency's software sytem:

Grainger Digital Solutions				
Efficient Solutions to Support Your Purchasing Needs		Grainger.com®	Mobile App	ePro Punch-Out
	Features & Functionality			
SHOP	Access over a million products online	•	•	•
	User-friendly shopping tools to find products quickly and easily	•	•	•
	Robust search engine with type-ahead search functionality	•	•	•
	Access item details, technical specifications, safety data sheets		•	•
	Compare products and specifications	•	•	•
	View real-time pricing with product availability	•	•	•
	Customer special pricing (CSP) indicators	•		•
	Request/view special order quotes (non-cataloged products)	•	•	•
	Drive compliance with custom catalogs	•	•	•
	View new products, hot buys and clearance items	•		
	Online help with click-to-chat support	•	•	•
	Find products with search by image and barcode scanning		•	
	Quick access to personal item lists	•	•	•
ORDER	Quick access to shared user item lists	•	•	•
	Access previously purchased products by item	•	•	
	Replenish your inventory with auto-reorder	•		
	Create quotes for internal requisitions	•		
	Reorder products using convenient barcode scanner		•	
	Manage payment methods and shipping addresses	•		
MANAGE	Streamline checkout process with account/user defaults	•	•	
	Customize order/item level fields and checkout requirements	•	•	
	Custom homepage options	•		•
	View pending orders and order history	•	•	
	View/download order and invoice history, packing lists and proof of deliveries	•		
	Manage purchasing using part numbers	•	•	•
	Order Management System (OMS)	•	•	
	Multi-user management with standard or admin right	•		
	Manage user approvals and spend limits by order	•	•	
	Manage user access to item lists and order history	•	•	
	Manage user order approval routing	•	•	
	Manage budgets (monthly, annually, quarterly)	•	•	
	Grainger KeepStock® Inventory Management integration	•	•	•
INTEGRATE	ERP integration			•
	3rd-party integration			•
	Punch-Out catalog (OCI, CXML)			•
	Transaction documents (XML, cXML, xCBL, EDI)			•

Order Management Controls: The City of Tucson and OMNIA Partners' Members can control and manage their workflow and spend management when registered and logged into Grainger.com. The order management system allows the member greater purchasing control and visibility through customizable and flexible spend management authorizations. It enables a purchase approval process as well as budgets to be established for individual users. These workflow controls are administered by the City of Tucson or individual Purchasing Entity.

Work Order Integration: Grainger.com can integrate with the City of Tucson and OMINIA

Partner Member Work Order Management Systems. This is performed through Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process to allow for reconciliation of purchases from work orders. This integration aligns work order data to product orders and packing slips for streamlined receiving and assigns product cost to the work order.

eProcurement Punchout -Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and even payment. Grainger can set up a scoping call with its eCommerce Solutions team to understand Member needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes. This means Members will reduce costs through productivity enhancements and lowering Member's direct ordering cost. Grainger's dedicated team of experts will help Members customize and implement the solution. Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

Grainger also supports custom and non-standard **EDI transactions** on a per request basis.

Enhanced features include a **Custom Home Page and Landing Pages**



An example of a Custom Home Page for City of Tucson OMNIA Partners' Member.

3. Installation, Repair, Maintenance & Turnkey Solutions & Services:

Grainger will assist City of Tucson and OMNIA Partners' Members in working with manufacturers, suppliers and third-party installers, as to product, equipment, maintenance and related training programs. These programs include manufacturer-certified set up, product installation, post-installation services and maintenance services. Grainger has identified **over 100** companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements.

Services provided by third-party providers may be subject to a fee agreement between Grainger and the provider.

Customer Testimonial

*OMNIA Partners' Member **Hidalgo County Buildings & Grounds** recently benefitted from Grainger's turnkey solutions to reorganize their warehouse by purchasing racking equipment & the installation service for the project. **RESULT:** Reduced the number of hours the in-house staff spent assembling product. Increased productivity with better & efficient access to operational supplies.*

*OMNIA Partners' Member **DeKalb County** contracted Grainger to provide a Turnkey Solution for Forklift Training to increase knowledge through train-the-training. **RESULTS:** Reduced risk to assist OSHA compliance.*

4. Inventory Management: KeepStock Inventory Management Solutions

Provides inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines. Consulting and analysis solutions are also desirable.

67 **OMNIA City of Tucson Members...**

...currently have KeepStock Inventory Management Solutions installed today including VMI & Vending



Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical products all while providing secure and efficient access.

Grainger KeepStock® Solutions

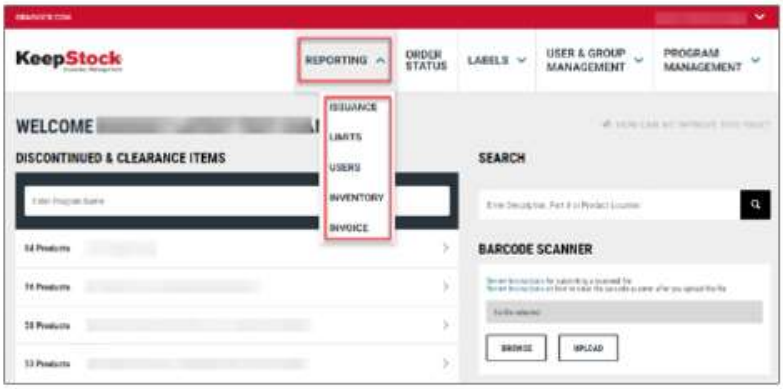
Our solutions combine and work together because different parts of your facility face different challenges.

Service Benefits	CMI	Replenish	Vending	Onsite	Managed	Trailer
	Tools for improved visibility and management of Grainger materials	Scheduled visits help ensure the right materials are kept on-hand	Industrial vending helps control consumption of Grainger material at POU	Dedicated resource with daily presence manages all Grainger materials	Specialist provides MRO supply chain expertise & multi-supplier support	Support critical inventory needs for temporary project needs
Order History & Robust Reporting	•	•	•	•	•	•
Documented Cost Savings	•	•	•	•	•	•
Order Visibility	•	•	•	•	•	•
Procurement-based Inventory Recommendations		•	•	•	•	•
Purchasing Approval Thresholds	•	•	•	•	•	•
Dedicated Resource		•	•	•	•	•
eProcurement Integration		•	•	•	•	•
Secure Dispensing			•			
Spot Buys Capabilities	•	•		•	•	•
Desktop Delivery				•	•	
Fee-Based Service					•	•
Management of Grainger Product	•	•	•	•	•	•
Management of Non-Grainger Product					•	
Utlization of Customer-Owned Inventory Management System					•	
Inventory levels managed to agreed upon min/max stocking levels		•	•	•	•	
Scheduled visits to ensure materials are kept on hand in the right quantities and in the right places		•	•			
Bar Code Labeling		•	•	•	•	
Organized inventory & restocked / reloaded products in proper location		•	•	•	•	
Consignment of qualified Grainger products to free up working capital		•	•	•	•	

KeepStock® Web is **control central** for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. Members can leverage KeepStock® web functionality

across all installation types — Vending, CMI, Replenish and Onsite, to provide you with **total visibility to the entire inventory.**

Inventory Management Reporting Dashboard

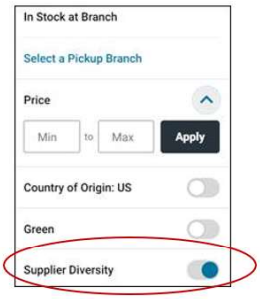


Grainger's KeepStock® Web provides on-demand real-time reporting to City of Tucson Members. Track Vending issuance, user limits, VMI inventory locations and invoices.

5. Small Business Program

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services, and diversity expertise.

Grainger's Supplier Diversity Program affords customers access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program seeks to grow this sector while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).



Customer's may search easily for Supplier Diversity products on Grainger.com.

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:

- Approximately 7,000 Diverse Business Enterprises are part of Grainger's High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend.
- More than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person–owned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.

The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services, and a broader selection of products.

Grainger and the authorized reseller will engage Members to discuss how best to serve the City of Tucson and OMNIA Partner Member including the range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the Member can leverage Grainger's diversity solutions portfolio to achieve their goals.

6. Green / Sustainability Programs

a. **Grainger Policies & Commitment:** Efforts and policies pertaining to green and sustainability.

Grainger is committed to conducting business in an environmentally responsible manner and works continuously to improve its environmental performance across operations, solutions, and products. Initiatives to reduce dependence on non-renewable energy consumption and emissions include:

- Increasing solar energy use at our facilities
- Improving technology and efficiency in our building management systems
- Implementing high-efficiency life cycle replacements
- Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Literature: A detailed discussion addressing Grainger's environmental performance is presented in ***Exhibit 02 2023 Environmental Social and Governance Report.***

b **Products:** Impact on Product Offerings.

Grainger provides environmentally focused solutions through our sustainability offerings, including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion, an increase from the prior year. We routinely evaluate our portfolio against customer needs and maintain our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a **Sustainability Solutions landing page** on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. As noted, Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute.

c **Distribution:** Impact on Distribution.

Our initiatives to reduce dependence on non-renewable energy consumption and emissions include increasing solar energy use at our facilities, improving technology and efficiency in our building management systems, implementing high-efficiency life cycle replacements and

transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Throughout Grainger facilities, particularly within the Distribution Centers (DC), we standardize recycling processes and share best practices across our network. The DC leadership receives monthly progress reports on recycling, and local facility managers include recycling metrics in their annual performance goals. We also partner with a third party to track our waste and recycling data and to find opportunities to improve our diversion rates. To help manage waste and recycling at our U.S. branches, we use waste container monitors, which helps us optimize our scheduled pickups, reduce the amount of vehicle mileage required by waste haulers and quickly detect and resolve contamination issues before they impact downstream processes.

Grainger works closely with our suppliers to identify opportunities to improve packaging sustainability and protect the products we offer. Our Supplier Packaging Guidelines promote sustainable options and best practices for suppliers to minimize potential product damage and waste while maximizing the use of recyclable materials. These initiatives are described in detail in Grainger's Environmental Social and Governance Report.

We refine our sustainability calculation methodology, improve data sources and engage with suppliers and partners, particularly those critical to how we serve our customers. We share details of our plans, including measurement standards and specific objectives with the goal of converging in this important initiative.

d **Recycling of Lamps:** The ability to recycle lighting and electronic products.

Grainger offers recycling kits and boxes to help customers recycle light bulbs, ballasts, batteries, lamps, and other items that contain hazardous materials, particularly in circumstances involving compliance responsibilities. The kits also save storage space and reduce safety hazards by allowing Members to contain dead items and remove them from their facilities. Recycling kits include boxes or containers for collecting the items to be recycled. They also include prepaid shipping labels and recycling costs and instructions for sending the items to a recycling facility. Individual recycling boxes or containers are used to collect and store items for recycling. These boxes do not include prepaid shipping labels or recycling costs; users can send the box or container to the recycling facility via their preferred shipper.

e **Lighting and Energy Audits**: The ability to perform lighting and energy audits.

Grainger third-party partners will evaluate and audit lighting and energy capabilities and recommend focused solutions supporting sustainability. Coordination is pursued with City of Tucson and OMINA Member facility design and operations personnel to recommend retrofitting and other efforts to improve lighting and energy savings.

f **Certifications:** The industry recognized certifications and standards obtained.

Grainger identifies products with the environmental certifications in its catalogs, including:

- US EPA ENERGY STAR
- US EPA Safer Choice
- US EPA Water Sense
- Biodegradable Products Institute (BPI, certified compostable)
- Design Lights Consortium (DLC) for LED lighting products
- Forest Stewardship Council (FSC)
- Green Seal

- UL ECOLOGO
- UL GREENGUARD, SCS Indoor Advantage, etc. (certified low emitting)

7. Training and Education

Grainger will support the City of Tucson and OMNIA Partners' Members to schedule and provide instruction as to industry trends, targeted products and solutions training associated with City of Tucson and OMNIA Partners' operations and identified needs. Objectives include elevating competency and supporting unique Member requirements. The following are opportunities within Grainger's' extensive training portfolio and include non-fee and fee-based sessions.

- Comprehensive training modules addressing technical skills as to environment, health, and safety, electrical, HAZMAT, security, laboratory, and plumbing products.
- Among the comprehensive safety initiatives are products that reduce falls and injuries. Grainger team members participate in yearly training that reviews approved products, proper wearing, and maintenance of products to present these training opportunities to customers.
- Confined Space, Electrical Safety, and Forklift equipment and work area comportment.
- Throughout the contract's term, tailored training to maintain and increase knowledge of the contract and its benefits and effective access to Grainger.com or e-pro applications for new employees and refresher instruction for tenured employees.

Grainger partner providers works with City of Tucson and OMNIA Partners' Member agencies to identify products and product categories for additional training. Current programs include:

- **DeWalt Power Tools:** Customer safety presentation and film. Hands-on demonstration of safe operating practices for power tools. Joint presentations by the Grainger Account Manager and DeWalt's representative, often performed at customer locations.
- **Proto Tools Hand tool Safety Seminar and Film:** Demonstration of correct methods of tool usage. Joint presentations by Proto and Grainger Account Managers. A certificate of training is issued upon completion of class, which is also often conducted at customer locations.
- **Brady Manufacturing Lock-Out/Tag-Out Class:** Training for correct methods to apply lockout/tagout devices for compliance with OSHA rules is accompanied by a video presentation and hands-on demonstration of different devices. Jointly presented by Grainger Account Manager and Brady Representative at customer locations.

8. Customer Support Services

Grainger's policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracking, technical feedback, quality assurance for orders and drop shipments are presented below.

Grainger Customer Support

Grainger Team	Hours of Operation
Customer Support Center (phone & email)	24/7 Monday - Sunday
Online Chat	Monday – Friday 6am – 7pm CST
Grainger Branch Personnel (Customer walk-in)	Monday – Friday, 8am – 5pm within respective US time zones. Hours may vary per specific branch.
Government Sales Team Members	Monday – Friday, 7am – 5pm within respective US time zones 24/7 support during emergencies
Technical Product Support	Monday – Friday 7am – 7pm Central Time Zone
Grainger.com	Order processing available 24/7
Emergency Services Hotline	24/7, 7 days a week

Replacement, Returns and Warranty: Grainger accepts returns of products it sells, It also warrants its products.

SATISFACTION GUARANTEE TO ALL CUSTOMERS. Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Grainger.

LIMITED WARRANTY. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION:

1. REPAIR;
2. REPLACE; OR
3. REFUND THE AMOUNT PAID BY THE CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID.

GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. GRAINGER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY AND OTHER RIGHTS MAY BE AVAILABLE.

Warranty Product Return. Before returning any product, Customer may contact Grainger either by logging on to grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

PRODUCT RETURNS.

1. **GRAINGER 30-DAY SATISFACTION GUARANTEE.** You can return your purchase for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.
2. **RETURNS AFTER 30 DAYS.** Unless otherwise noted, you can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.
3. **FINAL SALE ITEMS.** Items sold on a "Final Sale" basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable" and (vi) any other items that Grainger may designate as a "Final Sale" from time to time.

   RETURNS PROCESS. If you need to return an item, contact us directly at Customer Care at 1-800-GRAINGER (472-4643) or drop off or ship the product to the nearest Grainger branch location.

Easy Return Process for:

- Wrong item shipped from Grainger
- Item damaged when received
- Faulty / defective item with product warranty

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Indicate preference for replacement item or credit
3. Grainger takes responsibility for the return and sends a return label to the customer
4. Customer carefully packages the item(s), including the packing slip
5. Place pre-paid shipping label on return package
6. Member notifies carrier to pick up the return
7. New product is shipped to the customer, or the account is credited

Easy Return Process for:

- Incorrect item ordered
- Ordered too many items
- Product no longer required

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Package the item(s) including the packing slip
3. Write the reason for the product return on the packing slip; if the packing slip is not available, provide the purchase date, original invoice number and item number for the product
4. Indicate preference for replacement item or credit
5. Ship the package to the nearest Grainger branch location

Restocking Charges: There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.

After Hours Service: Grainger's after-hours emergency service provides product fulfillment after standard Grainger branch business hours, and is provided via a toll-free number (1-800-CALL-WWG) for service throughout the US. Calls are routed to one of Grainger's US based Call Centers. A Call Center employee then contacts a local Grainger branch employee, via phone, and relays the customer information. Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to arrange to meet the customer at the local Grainger branch to fulfill the emergency order.

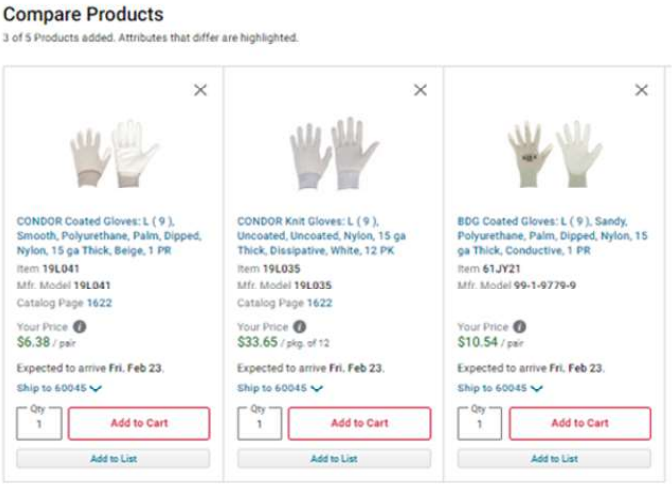
Post Sales Support: Customer support is available at 800-GRAINGER (800-472-4643) provided by US based Customer Service Associates (CSAs). **Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat, and email.** The Customer Service team consists of highly trained and experienced employees including Technical Product Specialists (TPS) that specialize in each of our product categories to serve our customers. All Customer Service team members will provide

product and shipping information, answer questions, provide status, address customer concerns or issues and engage technical support to assist the customer.

Out of Stock: If shopping via a punch out or Grainger.com, the customer can see real-time availability of a product. Users are notified within the punchout that the product is not available and when the product is expected to arrive. Subsequent changes in availability after the order is received will be sent via email to the customer.

If the desired product is backordered or out of stock, the customer may use the compare feature to find an alternate product with similar form, fit and function. The ultimate decision to wait for the product or select an alternate product is that of the customer.

If shopping via email or phone, Grainger's Customer Service Team will notify the customer if the product is on backorder or out of stock. The Customer Service Team member will provide alternate product suggestions. The ultimate decision to wait for the product or select an alternate product is that of the customer.

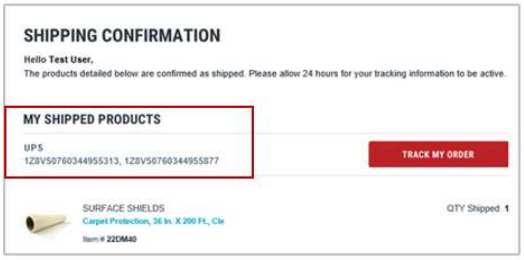


Once products have been selected for comparison to an out-of-stock item, details can be immediately viewed to determine a substitute product.

Members can choose a substitute or wait for the out-of-stock product to arrive.

Order Tracking: The City of Tucson and OMNIA Partners' Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, fax, e-mail). End users can determine shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders placed within the past 36 months by clicking on the Order History link at the top of any Grainger.com page.

When the order leaves Grainger's DC, Grainger will send a **Shipment Confirmation** with a tracking number that allows our customers to track the order through the delivery cycle.



Tracing information can be accessed from the Shipment Confirmation.

Technical Feedback: Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In our key supplier programs, manufacturers dedicate field resources to work solely with Grainger's field representatives. In addition, Grainger has an in-house Technical Product Support Department whose members have an average of 28 years of experience answering product-related questions across all

product categories. Customers have easy access to this service during standard business hours.

If a customer seeks to provide technical or any feedback regarding a product or any Grainger service, Comment Cards can be accessed throughout Grainger.com, including a link in the header and footer of every page on Grainger.com:

Quality Assurance for Orders and Drop Shipments: To ensure quality customer experience, all phone calls to the Customer Service Center are recorded. This information is an element of a Quality Monitoring & Coaching approach where each Team Member receives scored evaluations completed by the QA team and his/her Service Leader each month. There is a similar process to audit email and chat transactions. In addition, a cross-functional team captures and investigates Service Opportunities to determine the root cause, any specific actions that are needed and to determine if there is a larger, systemic issue that should be addressed through technology updates and/or process changes.
Grainger Supply Chain and Distribution Centers are vigilant in monitoring performance of suppliers and carriers, as to quality and timeliness of shipments, including manufacturer drop shipments. Goals are set to ensure that products are delivered on time and in good condition and exceptions are captured to address deficiencies.

9. Consulting Service

Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.

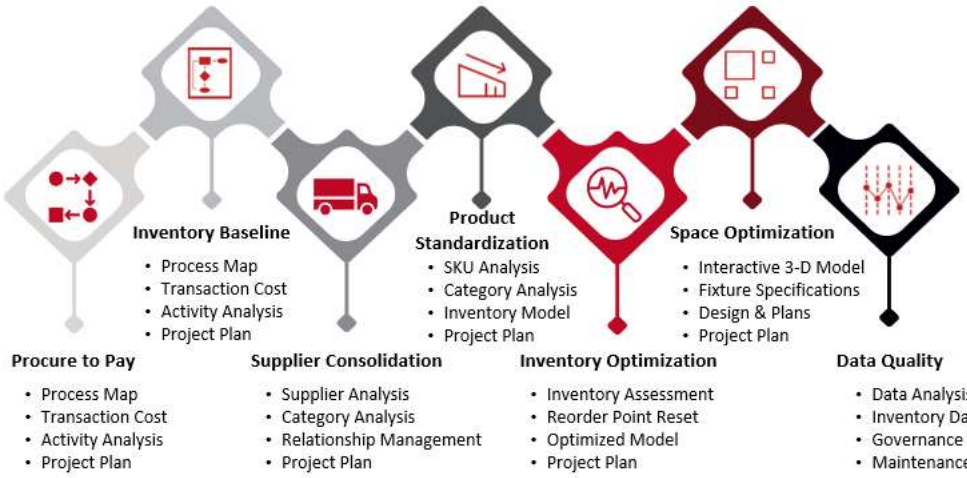
Grainger Consulting Services is an industry-leading team of experts dedicated to helping Members solve their most pressing MRO challenges. Grainger's team analyzes the Members' current state and identifies relevant and comprehensive opportunities for improvements. **Based on our findings, most customers can take as much as 15-25% or more out of their total MRO costs.**

Consulting projects can range from single site assessments to enterprise-wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and utilization and financial benefit.

Customer Testimonial

*Grainger recently assisted member **City of Aurora, CO,** to streamline their Procure to Pay Process saving them time and money. **RESULTS:** Our findings were able to help members increase productivity, improve local data while increasing inventory efficiency. Overall savings of 16%.*

Grainger's Cost-Driven Differentiators: Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to a Members' organization.



Grainger's Consulting Team will work with Members to drive costs out of their operations.

10. Other Services

Presented below are examples of services, in addition to those listed in the RFP. Grainger will continue to pursue value added services and programs throughout the life of the contract that will be available to the City of Tucson and OMNIA Partners' Members.

a. Sustainability Solutions

Grainger provides environmentally focused solutions including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion. We meet customer demand by routinely evaluating our portfolio against customer needs and keeping our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a Sustainability Solutions landing page on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute, making it simple for customers to understand the environmental benefits.

Customer Testimonial

*Grainger recently helped member **City of Fresno Parks, After School, Recreation and Community Services (PARCS)** Department with their **green strategy** to lower and improve solid waste going into the environment. Grainger used reporting to identify products that weren't green friendly and made recommendations to switch those items to eco-friendly items. We showcase these recommendations quarterly in regularly scheduled business reviews. **RESULTS:** One recommendation resulted in switching over a glove that typically would take 100+ years to decompose to an option that breaks down 82% in just 386 days.*

b. Safety Value Add Solutions

Grainger's Environmental, Health & Safety (EHS) Services help Members protect their people, facilities, and the environment. Grainger's Field Safety Specialists bring education, experience, and expertise to help Members address a wide range of safety and health matters to assist with injury reduction, compliance improvement, and risk assessment. Grainger has the depth and structure to deploy, support and track agency-wide initiatives.

In addition to assessments from Manufacturers, Grainger's Field Safety Specialists leverage our Grainger Safety Assessment to evaluate a broad range of OSHA Regulatory and Compliance needs. The Grainger Assessment delivers a customized report highlighting areas of a safety program that are currently in compliance or areas where additional focus may be needed.

Customer Testimonial

*Grainger recently helped member **City of Sacramento** stay OSHA compliant with Fall Protection assessments, helping them create a safer and more compliant workplace by preventing falls in the workplace. **RESULTS:** Enhances employee safety and Cal-OSHA compliance.*

Please see ***Exhibit 03 Grainger Safety Assessment*** providing further details regarding the Grainger Safety Assessment. The Grainger Safety Assessment includes topics like Hazard Communication, PPE, Lockout Tagout, Confined Spaces, Fall Protection, Ladders and Temperature Stress, among others.

c. Energy/Sustainability Services

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for an agency to help design and facilitate the installation of energy-saving and water conservation measures:

Lighting Retrofits and Upgrades	Electrical Services
HVAC Filter Replacement & Preventative Maintenance	Electric Vehicle Charging Stations
HVAC Optimization, Upgrades & Retrofits	Steam Trap System Studies/Upgrades
Motor & Drive Upgrades	Thermal Blanket Installation
Solar Panel & Battery Storage	Water Conservation Upgrades

d. Online Solution Center

Grainger compiles an online safety center with information and resources that help keep people safe and facilities running. The Solution Center enables OMNIA Partners' Member safety specialists to access safety news, trends, and regulatory issues free of charge. Information includes:

- **OSHA's Law & Regulations:** This page contains links to all current OSHA standards, provides information on the rulemaking process used to develop workplace health and safety standards.
- **Environmental Health and Safety Webinars:** This on-demand series offers industry information and updates to help keep informed of environmental, health and safety trends affecting your operations. Participants receive a certificate of attendance providing documentation for 1 credit hour of training.
- **Online Safety Catalog:** Access to our latest safety catalog 24/7 in easy-to-navigate format. Search by product name, category, or SKU.
- **Grainger KnowHow®:** Delivers equipment guides and safety protocols.

e. Facility Services

Grainger Facilities Services help prolong the life of a Member's buildings and structures and support safety initiatives. These services keep facilities dry, safe, and sustainable. Services include:

- Inspection Services.
- Air barrier audits.
- HVAC Restoration.
- Assembly and Installation Services.

- Roof Restoration- Rooftop Safety Installation and Roof Cleaning.
- Flooring- Concrete Polishing, Floor Design and Installation, Floor Repairs, and Floor Striping.
- Ceiling Tile Installation/Replacement.
- Patch and Repair Services, Preventative Maintenance.

f. Metalworking Solutions

Grainger's team of metalworking experts provide and apply the latest technology to boost productivity and maximize Member's investment across more than 500 metal working applications. Grainger offers a broad portfolio of value-add–non-fee and fee-based services, as well as sourcing unique or difficult to find metalworking products.

g. Footwear Safety

Grainger's safety initiatives include its **Managed Footwear Program** across City of Tucson OMNIA Partners' Member job categories. Shoes with appropriate traction prevent falls and reduce electrical accidents by enlisting non-conductive footwear made from leather, rubber, or other materials to reduce electrical accidents. Grainger coordinates the availability of footwear protection across all OMNIA Partners' Members customers. Included is both a physical shoe mobile and a web-based program for remote users. The initiative ensures easy access to all employees while City of Tucson and OMNIA Partners' Member leadership maintains full control and visibility of purchases.

Customer Testimonial

*Grainger recently helped member **County of Fresno, CA** keep its employees safe by reducing the risk of accidents and injuries, Fresno added protection from slips, trips, and falls by leveraging Grainger's Managed Footwear Program. **RESULTS:** Ensured comporting with appropriate and approved footwear to reduce accidents and injuries.*

h. Prescription Eyewear

Grainger partners with a network of eyewear providers that can offer multiple solutions for safety prescription eyewear needs. Service options include onsite kiosks or local eye care service providers. Each program has unique features and may require a minimum number of eyewear users.

11. Emergency Response

Grainger engages customers in high-risk areas and assists in building resiliency to rapidly deliver critical supplies. Our 15+ years of experience, purchasing history data, and market intelligence contribute to structuring emergency response solutions. Analyzing data captured after each emergency event helps determine which supplier and products to add to our portfolio or adjust our inventory position to specific locations. During any emergency, Grainger prioritizes government and healthcare customers so emergency responders and hospitals have resources to assist the sick or injured.

As part of our Disaster Continuity Plan, Grainger's response and recovery protocols encompass providing government and commercial customers with priority to first response agencies, with critical product and services associated with the incident. Monitoring weather and media reports while coordinating with state and local authorities, Grainger activates its emergency response center prior to and throughout the period of need. With resource capacity to move products expeditiously, Grainger stages resources in critical areas and frequently deploys team members to assist.

Localized response procedures enable customers in need to obtain emergency response items at any time. Local Grainger branches may remain open 24 hours a day during major emergencies and disasters. Trailers can bring in critical products and extra personnel can be

on site to support relief efforts. Preexisting supplier agreements allow products and equipment to be replenished quickly to help Grainger's customers.

Grainger is positioned to respond to emergency situations. Grainger's network of 250 branches is supported by 14 strategically located distribution centers across the U.S. Grainger can pull from and move its extensive inventory to areas of need quickly and efficiently. Grainger has experience knowing how to leverage its logistics networks to get the right products in the right place to address across a range of situations. This network ensures that constant product replenishment is nearby and easily accessible.

Grainger's pricing and services will not change in an emergency, large or small. OMNIA Partners' Member's costs will mirror the contract.

Customer Testimonial

*During 2021, thousands of **Madera/Fresno residents** were forced to evacuate due to fire. Grainger helped Member **Fresno County Sheriff** by expeditiously providing PPE and sanitary products to help first responders during the evacuations and cleanup. Grainger supported additional departments Fresno County Sheriff Department, Fresno County Department of Health and EMS, and Fresno County Purchasing Department. **RESULTS:** Assisted Madera/Fresno agencies and citizens during an extreme fire emergency.*

12. Customer Product Center

Grainger can customize products with the Member's logo or message. We can also custom-size products like filters or specialized signs to meet your needs. Members decide the size, configuration, or message.

b. Describe how you will roll out your program to City of Tucson staff. Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.

The success of Grainger's City of Tucson-OMNIA Partners contract is directly attributed to our working together on a comprehensive contract implementation plan. As the incumbent, we will leverage our 13 years of City of Tucson experience and proven processes to deliver an effective and efficient implementation. There will be a seamless transition for City of Tucson staff with uninterrupted service and support. Grainger will continue current work to integrate with the City of Tucson across its systems and processes to drive the City's objectives. Other incumbent OMNIA Partner Members will also be transitioned seamlessly.

We are committed to marketing the contract throughout its lifecycle to reach City of Tucson Departments and components to maximize its efficiency.

Grainger will collaborate with City of Tucson and OMNIA Partners to mutually align on communication channels, messaging content, and delivery targets and timing to reflect a continued strong partnership across our organizations regarding the City of Tucson contract and its benefits.

Grainger will promptly designate a **dedicated implementation project manager** to execute and deploy all major milestones of the agreement.

A detailed implementation plan addressing OMNIA Partners' Members beyond the City of Tucson is provided in Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract.

DEFINE – Within First 10 days of Award

Create a mutually agreed upon joint communication campaign, including:

- Assign marketing and communication experts to create messages and tools for internal and external purposes to include:
- Upon notice of award, Grainger will provide its Executive Leadership endorsement and support. Grainger messages will endorse the new agreement and highlight its values and benefits of the new contract.
- Grainger will collaborate with City of Tucson/OMNIA Partners and distribute a co-branded press release providing highlights of Grainger's award position and contract benefits.
- The press release will announce Grainger's award position and contract benefits through mutually agreed upon social media sites such as X, Facebook, LinkedIn, and YouTube.
- Update dedicated Grainger's internal website with City of Tucson contract information and benefits.
- Grainger will coordinate with the City of Tucson to identify Key Agencies and Key Stakeholders at each one.

LAUNCH – Within 30-60 days of Award

Grainger, City of Tucson, and OMNIA Partners will partner to educate respective teams of the new contract terms, differentiators, and go-to market tactics that will be used to ensure growth and transition will be smooth.

- **Marketing**
  - Provide to City of Tucson mutually agreed upon co-branded collateral pieces including, contract benefit presentations, services and solutions marketing collaterals, and case studies.

- **Education/Training**
  - Grainger leadership will ensure comprehensive understanding of the City of Tucson/OMNIA Partners contract terms, benefits, and solutions through Department or component Kick-Off Calls, and focused Site Execution Plans for Grainger Sales Team members.
  - Grainger's Government Sales team will have comprehensive knowledge of the new agreement to present the benefits of this agreement to all City of Tucson components.
  - Conduct dedicated training - In person and virtual meetings - to key City of Tucson personnel on the new Grainger's offering.
  - Provide seller action plans and timelines to achieve implementation success criteria.
  - Conduct, at minimum, quarterly contract educational calls with Grainger Sales and Customer Service teams.

- **Contract Performance Metrics**
  - Grainger will use sales reporting to ensure all goals and objectives are met. Grainger will provide periodic updates on the contract's revenue performance and affiliation growth through Stakeholder updates and business reviews as requested.

- **Annual Contract Awareness**
  - Business Reviews with City of Tucson Procurement Officer and Key Agencies.
  - Conduct webinars for City of Tucson staff as well as live meetings, to refresh knowledge of contract benefits, promote key initiatives, share customer level success stories, as well as product offerings/promotions.
  - Provide Member compliance metrics and reporting as requested.

- **Continue Member Insight and Expansion**

- Work with City staff to identify areas of opportunity for additional savings offered through the contract. Grainger will use reporting, supplier experts, and consulting business partners to identify key areas the City can consider.
- Pursue high-touch solution values by the City of Tucson dedicated government team via customer discussions and internal Grainger training to increase Grainger insight of specific City of Tucson MRO challenges and to develop initiatives to address.

c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.

Grainger's reiterates its commitment to continue building on a strong foundation so every City of Tucson Member can meet their MRO challenges with the products and services they need, at the most competitive prices with the best overall value. We have learned that the City of Tucson/OMNIA Partners, and Grainger are more successful when we focus on individual Member circumstances and requirements.

To know the Member in detail, Grainger's leadership manages its team member work directly and engages all Members. Grainger's National Government Sales Manager supervises these relationships and meets with each of the aligned account managers at least monthly to review successes, challenges, identify trends and bring focus to current and developing individual Member priorities. This engagement includes sharing the substance of the meetings with the City of Tucson Member. The fundamental is discerning Member need and remaining relevant to that individual City of Tucson Department.

Grainger's City of Tucson National Government Sales Manager will continue to have enormous corporate resources supporting this work, including Inventory Management (KeepStock), Field Safety Resources, Digital Platform, and Product and Service Technical Expertise to speed resolution of challenges, close gaps and identify and resolve location needs. For example:

- The National Government Sales Manager (GSM) takes part in Member Business Reviews to provide opportunity for City of Tucson OMNIA Partners to share candid feedback with Grainger leadership and ensure each component is receiving the standards of service and product Grainger has committed to provide.
- The GSM meets with the City of Tucson/OMNIA Partners Contract Managers at least a quarterly to review overall contract portfolio - sharing performance, investments, and opportunities, and to secure insights to provide feedback to the local Grainger Account Managers.
- Should problems or challenges occur, Grainger's goal is to make it right for the City of Tucson OMNIA Partners individual Member. The National Government Manager for the City of Tucson/OMNIA Partners is Ken White, Ken.White@grainger.com, phone 729.988.7669. Mr. White or any Grainger leader may be contacted at any time.

d. Describe your sales and reporting capabilities. What level of detail is available?

Using its SAP platform, Grainger reporting capabilities track and monitor Member spending and can evolve to capture .metrics. Standard and custom reporting can be shown and created at Member request. A high level of report detail is available including items purchased by track code, sub track code, and/or account number, total sales and quantity per item, total sales at an account level as well as shipping location, supplier diversity, green purchase history and invoice detail reports.

Some of Grainger's detailed standard reports that monitor spend and track usage includes:

- **Procurement Tendency Report:** helps Members understand purchasing tendencies executed through Grainger (channel sales, repeat item spend, category spend).
- **Cost Savings Analysis (CSA):** Reports savings based off catalog price.
- **Item Purchase History (IPH):** Summary report that shows items purchased by track code, sub track code, and or account number. Include total sales and quantity per item.
- **Green Item Purchase History (Green IPH):** Summary report that show green items purchased by track code, sub track code, and or account number. Include sales and quantity per green item.

3. ORDERING & INVOICES "Entire Section is Confidential"

4. OTHER/VALUE ADD

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2. Price Proposal

A. Price Proposal

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1. Provide a price proposal as requested on the Attachment H – Price Page Core Lists .

   a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies.
   Within Attachment H, Price Page Core Lists, Grainger presents a **100% response to the Market Basket** providing the most advantageous pricing drawn **from actual agency experience** representing our broad availability of exact-match items. This pricing will be available to all Participating Agencies.

   b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.

      i. Using Attachment H, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally.
      Within Attachment H, Price Page Core Lists, Functional Alternatives, Grainger **has the ability to provide functional alternatives for over 85%** of market basket items varying in price, package quantity and manufacturer to meet varied Member requirements.

3. Qualifications & Experience

A. Qualifications and Experience

1. COMPANY HISTORY

Provide a brief history and description of your company.

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4. TOTAL NUMBER & LOCATIONS OF SALESPERSONS

Provide the total number and location of salespersons employed by your firm.

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00+

5. Number & Location of Support Centers

Number and location of support centers (if applicable).

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6. Team Member Qualifications

Describe the qualifications of your sales personnel and technicians.

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7. KEY PERSONNEL

Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

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8. EXPERIENCE & REFERENCES

Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

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9. ADDITIONAL INFORMATION

Please submit any additional information that you feel is applicable to your qualifications and experience.

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SUMMARY

Throughout Grainger's response to the City of Tucson/OMNIA Partners Request for Proposals to provide Maintenance, Repair and Operations products and services to government and institutional sector agencies, we have strived to relate our deep commitment to the public sector. This is reflected in our competitive pricing, broad and accessible products, ability to deliver products when needed and digital platforms that make shopping easier. Team Member expertise reflects our commitment to be essential to every City of Tucson/OMNIA Partner Member. It is a privilege to work with the City of Tucson/OMNIA Partners. Our proposal seeks to continue the trust you have placed in us.

• Thank you for considering our proposal •

Appendix

Please see the following information included in as a separate PDF attachment.

Services

1. Exhibit 01 Sourcing Terms and Conditions
2. Exhibit 02 WWW ESG Report
3. Exhibit 03 Grainger Safety Assessment
4. Exhibit 06 Grainger US Branch 7 DC Locations

Other Requested or Referred-to Information

5. Exhibit 04-1 Sample Invoice
6. Exhibit 04-2 Sample Invoice
7. Exhibit 05 Item Purchase History (IPH) Report
8. Exhibit 07 City of Tucson Business License

G. SPECIAL TERMS AND CONDITIONS

G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.3. FEDERAL TRANSIT ADMINISRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications".

G.4. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional one-year periods or portions thereof.

The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, please reference OMNIA Partners Attachment F, Exhibit A, 1.4 Award Basis, 2nd paragraph.

G.6. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS

The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

G.7. SUBCONTRACTORS

No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

G.8. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR

In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000
B. General Aggregate: $2,000,000
C. Products & Completed Operations Aggregate: $2,000,000
D. Personal and Advertising Injury: $1,000,000
E. Blanket Contractual Liability: $1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory
B. Employer's Liability: $1,000,000
C. Disease Each Employee: $1,000,000
D. Disease Policy Limit: $1,000,000
E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.9. Verification of Coverage

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by ___0_%, if payment is made within __NA____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. Cooperative Purchasing Program

Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes
☒ No

If yes, state percentage.

J.3. City of Tucson Business License

Does your firm have a City of Tucson Business License? Yes.

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license. Please see Exhibit 07.

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form

Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

Pricing Proposal*

Please upload your Pricing Proposal (if applicable).

*Response required

[redacted]Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendum in the Request for Proposal which is incorporated by reference as if fully set forth herein.

W.W. Grainger, Inc.
Company Name

100 Grainger Parkway
Address

Lake Forest IL 60045
City State Zip

Signature of Person Authorized to Sign

Ken White
Printed Name

National Government Sales Manager
Title

For clarification of this offer, contact:

Name: Ken White

Title: National Government Sales Manager

Phone: 720-988-7669

Fax: NA

E-mail: ken.white@grainger.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 240078 -- 01.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 2nd day of October 2024

Regina Vassen for
As Tucson City Attorney and not personally

Awarded:

This 2nd day of October 2024

Nathan Dawn
As Director of Business Services and not personally

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

CONFIDENTIALITY

Information contained in this proposal is owned by W.W. Grainger, Inc.("Grainger"). Sections annotated as **"CONFIDENTIAL"** are Confidential and Proprietary, Trade Secret protected. The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger's proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Member without the prior written consent of Grainger.

This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and, following notice to the City of Tucson and Omnia Partners, Grainger reserves the right to revise proposal prices.

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed the five years. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similarproductsand services.

"ENTIRESECTIONIS CONFIDENTIAL"

B. Total number and location of salespersons employed by Supplier.

Among Grainger's 3,200+ experienced salespersons, Grainger's 547 Government Inside and Outside Sales Staff are **solely dedicated** to the public sector market. Through all 50 states, the District of Columbia and US Territories, this **government-dedicated sales team** understands specific customer challenges and drives overall savings in procuring products.

The following chart presents the sellers' locations per state.

State	#	State	#	State	#	State	#
Alabama	35	Indiana	96	Nebraska	45	South Carolina	37
Alaska	10	Iowa	25	Nevada	27	South Dakota	9
Arizona	47	Kansas	29	New Hampshire	14	Tennessee	121
Arkansas	21	Kentucky	35	New Jersey	66	Texas	201
California	304	Louisiana	24	New Mexico	34	Utah	80
Colorado	33	Maine	15	New York	148	Vermont	12
Connecticut	23	Maryland	46	North Carolina	110	Virginia	206
Delaware	17	Massachusetts	46	North Dakota	10	Washington	52
Florida	252	Michigan	128	Ohio	54	West Virginia	20
Georgia	68	Minnesota	94	Oklahoma	33	Wisconsin	40
Hawaii	23	Mississippi	24	Oregon	29	Wyoming	15
Idaho	22	Missouri	96	Pennsylvania	97	District of Columbia	29
Illinois	86	Montana	14	Rhode Island	15		

C. Number and location of support centers (if applicable) and location of corporate office.

Grainger has three **Customer Contact Centers** that support over 1,800 Customer Support Associates. These contact centers are in Janesville, Wisconsin, Lake Forest, Illinois, and Phoenix, Arizona. Grainger contact centers are available 24 hours a day, 7 days a week to assist customers through phone, chat, and email.

Grainger's corporate headquarters is located in Lake Forest, IL.

D. Annual sales for the three previous fiscal years.

Grainger's annual sales for the previous three fiscal years:
2021: $13B | **2022**: $15.2B | **2023:** $16.5B

✓ Submit FEIN and Dunn & Bradstreet report.

FEIN: 36-1150280
D&B: 005-10-3494 | ***Please see Exhibit O01 D&B report included with our submission.***

E. Describe any green or environmental initiatives or policies.

Grainger recognizes the urgency of climate change and are dedicated to reducing our carbon, water and waste footprint in our operations and throughout our value chain. We are focused on reducing our dependence on non-renewable energy, improving energy efficiency and embedding sustainability into every aspect of our operations. Since 2009, Grainger has annually disclosed to the Carbon Disclosure Project (CDP), providing details on business risks and opportunities related to climate change. Grainger is proud to have received an A- rating from the CDP in 2022, which places us in the leadership level and indicates climate stewardship best practice.

Our initiatives to reduce dependence on non-renewable energy consumption include: 1. Increasing solar energy use at our facilities, 2. Improving technology and efficiency in our building management systems, 3. Implementing high-efficiency HVAC life cycle replacements, and 4. Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Our current climate target, set in 2020, is to reduce global absolute Scope 1 direct emissions (those owned or controlled by a company) and Scope 2 indirect emissions (those emissions that are a consequence of the activities of the company but from sources owned or controlled by a company) by 50% by 2030, using a 2018 baseline. This target aligns our Scope 1 and Scope 2 reductions with the level of reduction required to limit global temperature rise to 1.5 degrees Celsius. Steady progress has been made toward achieving this target. Since 2018, we have reduced global absolute Scope 1 and Scope 2 emissions by 26%. In 2022, our total global Scope 1 and Scope 2 (market based) GHG emissions totaled nearly 92,000 metric tons of CO2e.

Grainger recognizes the importance of reducing Scope 3 emissions to mitigate climate risks and our environmental impact. Scope 3 considers all indirect emissions (not included in Scopes 1 and 2) that occur upstream and downstream from Grainger's operations. Most of our Scope 3 impact resides in the product-use phase, or the energy required to operate the products Grainger sells. In 2022, we made progress in our Scope 3 strategy by further assessing our data quality and identifying suppliers that contribute to most of our Scope 3 emissions.

We continue this progress by refining our calculation methodology, improving our data sources, and engaging with suppliers and partners, particularly those critical to how we serve our customers.

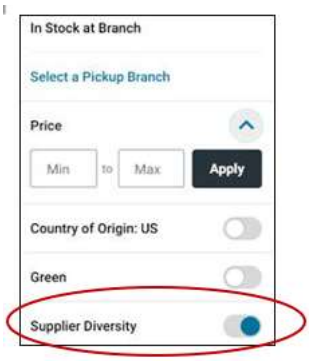
F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Diverse Partners to Use through the Master Agreement

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services and diversity expertise including our network of diverse suppliers, authorized resellers, and service providers.

Grainger's Supplier Diversity Program

Grainger's Supplier Diversity Program affords Members access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program is designed to grow the sector while helping Members get their jobs done with quality products from diverse business enterprises (DBEs).



Customer's may search easily for Supplier Diversity products on Grainger.com.

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:

- Approximately 7,000 Diverse Business Enterprises are part of Grainger's High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend.
- More than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person–owned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.

Authorized Grainger Reseller Program

The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services and a broader selection of products.

Grainger and the authorized reseller will engage customers to discuss how best to serve the City of Tucson and OMNIA Partner Member including the

range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the customer can leverage Grainger's diversity solutions portfolio to achieve its goals.

OMNIA Partners' Authorized Resellers and Certifications



OMNIA Partners' Authorized Reseller	Certification
Aviate	SDVOSB, VOSBE, DSVOB, VBE, SBA, DVBE, SWaM
Black Box Safety	DVBE, SDVOSB, SLBE, SB, SDVOB, DVBE
Burgoon	WOSB, SBA, TXHub
Cal State Supply	SB
Collier Hardware	SB
Elevating Sales	DVBE, SB
Gordon Industrial	SB
Mavich	MBE, WBE, TXHub
Northgate	MBE
Pacific Office Solutions	WBE, KC SCS, SBA, WOSB, DBE
Peer Consultants	MWBE, MBE
Stygian	SBE, MBE, SB

Authorized Resellers above are aligned to the City of Tucson OMNIA Partners contract. (Grainger currently supports over 100 Authorized Resellers in our Diversity program.)

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

✓ Minority Women Business Enterprise ☐ Yes ☒ No

If yes, list certifying agency: _____

✓ Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No

If yes, list certifying agency: _____

✓ Historically Underutilized Business (HUB) ☐ Yes ☒ No
If yes, list certifying agency: _____

✓ Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No
If yes, list certifying agency: _____

✓ Other recognized diversity certificate holder ☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Grainger is an authorized distributor of MRO product and related services. As a distributor of services, Grainger does not retain or employ subcontractors, but instead offers Participating Entity Agencies access to suppliers, vendors, manufacturers and service providers that are vetted, insured, and contractually aligned with Grainger, selling product and service solutions to Participating Entity Agencies, saving them time, money and resources while keeping their people safe.

I. Describe how supplier differentiates itself from its competitors.

Grainger is the largest broad line MRO distributor in the US and Canada. Serving more than 4.5 million customers worldwide. We have the financial strength and reach to provide value to every customer in regular and emergency environments. This value, including dedicated salespeople and technical support experts, enables us to know in detail every customer and its challenges. The 1.6 million products and solutions offered is supplemented by enormous sourcing ability extending to 16,000 suppliers. Grainger's fundamental, to be essential to every customer, is the basis of investment in team members, product innovation, digital platforms and delivery to the customer.

Beyond financial resources, depth and availability of product, are advanced digital platforms shaped to customer ease of search and purchase. By knowing the customer in detail, Grainger anticipates customer need and designs its digital purchasing platforms to assist customer search, compare and purchase processes.

Grainger is a value-based company. Our work supporting OMNIA Partners' Members is the highest of responsibilities. If fortunate, Grainger will continue to serve the City of Tucson and OMNIA Partners' Members by understanding the responsibilities and challenges of each and all that this RFP entails. By doing the right things the right way, we benefit our customers, communities where we live and work and our shareholders.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

W.W. Grainger, Inc. is a publicly held company with over 25,750 employees, numerous locations, involved in international operations, and is party to thousands of contracts and other relationships. From time to time the Company is involved in various other legal and administrative proceedings that are incidental to its business, including claims related to product liability, general negligence, contract disputes, environmental issues, wage and hour laws, intellectual property, employment practices, regulatory compliance or other matters and actions brought by employees,

consumers, competitors, suppliers, or governmental entities. As a government contractor selling to federal, state, and local governmental entities, the Company is also subject to governmental or regulatory inquiries or audits or other proceedings, including those related to pricing compliance. It is not expected that the ultimate resolution of any of these matters will have, either individually or in the aggregate, a material adverse effect on the Company's consolidated financial position or results of operations. While Grainger cannot provide you with all of the specific information you request with respect to each lawsuit, Grainger can state that, to the best of its knowledge and belief, without conducting exhaustive investigations or inquiries, there are no lawsuits that, if unfavorably concluded against this company would have a material adverse impact on its financial condition or ability to do business.

K. Felony Conviction Notice: Indicate if the supplier

- ✓ is a publicly held corporation and this reporting requirement is not applicable;
- ✓ is not owned or operated by anyone who has been convicted of a felony; or
- ✓ is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against supplier.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

"ENTIRE SECTION IS CONFIDENTIAL"

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately Agreement as supplier's primary go-to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

"ENTIRE SECTION IS CONFIDENTIAL"

Appendix

Please see the following items in the Appendix in a separate PDF:

1. Exhibit O01 Dunn and Bradstreet Report
2. Exhibit O02 Grainger US Branch Locations
3. Exhibit O03 NJ Employee Info Report Certificate

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Please see Letter of Clarification.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

Please see Letter of Clarification.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole

discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

Please see Letter of Clarification.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will 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 by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Example Only	
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS

PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Example Only	
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Example Only

_____
Signature

_____
Name

_____
Title

_____
Date

GRAINGER
FOR THE ONES WHO GET IT DONE

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel: Example Only

OMNIA PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

Please see Letter of Clarification.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, X will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? **YES** KW Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non
- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? **Cannot certify compliance absent opportunity specific information** KW Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process. KW

Does offeror agree? **Cannot certify compliance absent opportunity specific information** Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐ **Cannot certify compliance absent opportunity specific information.** KW

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐ **Cannot certify compliance absent opportunity specific information.** KW

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

Offeror's Name: W.W. Grainger, Inc.
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045
Phone Number: 800-472-4643
Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White
Email Address: Ken.White@grainger.com
Signature of Authorized Representative: Ken White
Date: 03/28/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? **YES** KW Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Please see Letter of Clarification.

Offeror's Name:
W.W. Grainger, Inc.

Address, City, State, and Zip Code:
100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address:
Ken.White@grainger.com

Signature of Authorized Representative: Ken White Date: 3/28/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-
1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, W.W. Grainger, Inc._____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ken White

Signature of Contractor's Authorized Official

Ken White, National Government Sales Manager

Name and Title of Contractor's Authorized Official

3/28/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems

appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.

b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

c. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

e. For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their

regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

f. Any contracts or subcontracts in excess of $2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

g. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Please see Letter of Clarification.

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code:
100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address: ken.white@grainger.com

Signature of Authorized Representative: Ken White

Date: 3/28/24

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C.
§ 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its

subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49
U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

   a. The name, address, and telephone number, including FAX number if available, of the protestor;

   b. The signature of the protestor or authorized representative;

   c. Identification of the contract/solicitation;

   d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.

b. Identify the grantee, project number, and the number of the contract solicitation.

c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: W.W. Grainger, Inc.

Organization Address: 100 Grainger Parkway, Lake Forest, IL 60045

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): for profit/publicly traded corporation.

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
The Vanguard Group (investment firm) 10.61 %	100 Vanguard Boulevard, Malvern, PA 19355

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
No parent: Grainger is the parent	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Vanguard is an investment management firm owned by its investors and is not publicly traded	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ken White	Title:	National Government Sales Manager
Signature:	Ken White	Date:	3/28/24

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

GRAINGER
FOR THE ONES WHO GET IT DONE

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Colorado
County of Douglas ss:

I, Ken White (name of affiant) residing in Highlands Ranch (name of municipality)
in the County of Douglas and State of Colorado of full age, being duly sworn according to law on my oath depose and say that:

I am National Government Sales Manager (title or position) of the firm of W.W. Grainger, Inc. (name of firm)

_____ the bidder making this Proposal for the bid

entitled City of Tucson RFP 240078 (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Tucson (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by W.W. GRAINGER.

Subscribed and sworn to

before me this day 24 March

Ken White
Signature

_____, 2024

Ken White
(Type or print name of affiant under signature)

Notary public of Colorado

My Commission expires 9 July 2024

(Seal)

DELORES M STUMP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20104022082
MY COMMISSION EXPIRES JUL 9, 2026

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: W.W. Grainger, Inc.

Street: 100 Grainger Parkway

City, State, Zip Code: Lake Forest, IL, 60045

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3/28/24
Date

Ken White
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Not Applicable to Grainger

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	W.W. Grainger, Inc.		
Address:	100 Grainger Parkway		
City:	Lake Forest	State: IL	Zip: 60045

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
Ken White	Ken White	National Government Sales Manager

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
No contributions			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

GRAINGER
FOR THE ONES WHO GET IT DONE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: The Vanguard Group (investment firm) 100 10.61% Home Address: 100 Vanguard Blvd. Malvern, PA 19355	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 24th day of March, 2024

(Notary Public)

My Commission expires: 9 July 2026

DELORES M STUMP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104022082
MY COMMISSION EXPIRES JULY 9, 2026

Ken White
(Affiant)

Ken White, National Government Sales Manager
(Print name & title of affiant)

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Ken White
Printed Name of Authorized Agent

Ken White
Signature of Authorized Agent

National Government Sales Manager
Title

3/28/24
Date

W.W. Grainger, Inc.
Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Grainger's current State Division of Revenue issued Business Registration Certificate.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	W. W. GRAINGER, INC.
Trade Name:	GRAINGER
Address:	100 GRAINGER PKWY LAKE FOREST, IL 60045-5202
Certificate Number:	0092081
Effective Date:	August 08, 1946
Date of Issuance:	February 26, 2024

For Office Use Only:

20240226085040790

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report (see below)
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ken White Title: National Government Sales Manager

Signature: Ken White Date: 03-28-24



Certification 4424

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 240078 **VENDOR/BIDDER:** W.W. Grainger, Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Ken White 03-28-24

Signature Date

Version June 28, 2023

Ken White, National Government Sales Manager

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states / districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR
CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR
CITY OF CONDON, OR CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR

CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT
ALTON, UT AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT
BICKNELL, UT
BIG WATER, UT BLANDING, UT
BLUFFDALE, UT BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT
CLARKSTON, UT CLAWSON, UT
CLEARFIELD, UT CLEVELAND, UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT

DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT
ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT
EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT
GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT
GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT
HANKSVILLE, UT HARRISVILLE, UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT

ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT

RANDOLPH, UT REDMOND, UT RICHFIELD, UT
RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT
SPANISH FORK, UT SPRING CITY, UT
SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT
STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT
TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT
WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE

DISTRICT, OR
EAGLE VALLEY R.F.P.D.,
OR EAGLE VALLEY
S.W.C.D., OR
EAST FORK IRRIGATION
DISTRICT, OR EAST
MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE
DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL
DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE
AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY
R.F.P.D., OR EAST VALLEY
WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH
DISTRICT, OR ELGIN
R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON
R.F.P.D., OR
EMERALD
P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE
DISTRICT, OR
ESTACADA R.F.P.D. #69,
OR EUGENE R.F.P.D. # 1,
OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE
R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD
HILL IRRIGATION DISTRICT, OR GOLDFINCH ROAD
DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT
CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER
CONTROL DISTRICT, OR GRAND RONDE SANITARY
DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT
S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR GREATER
BOWEN VALLEY R.F.P.D., OR GREATER ST. HELENS
PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN
SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN
ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES
FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR HAMLET
R.F.P.D., OR HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR HARBOR WATER
P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR HARNEY
S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR

HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION
DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION
DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT

COMPANY, OR
ICE FOUNTAIN WATER DISTRICT,
OR IDAHO POINT SPECIAL ROAD
DISTRICT, OR
IDANHA-DETROIT RURAL FIRE
PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE
DISTRICT ILLINOIS
VALLEY R.F.P.D., OR
ILLINOIS VALLEY
S.W.C.D., OR IMBLER
R.F.P.D., OR
INTERLACHEN WATER
P.U.D., OR IONE
LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT,
OR IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT,
OR IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION
DISTRICT, OR ISLAND CITY CEMETERY
MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD
DISTRICT, OR JACKSON COUNTY FIRE
DISTRICT #3, OR JACKSON COUNTY
FIRE DISTRICT #4, OR JACKSON
COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT,
OR
JACKSON COUNTY VECTOR CONTROL
DISTRICT, OR JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY
MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT,
OR JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION
DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT,
OR JOSEPHINE COUNTY 4-H & EXTENSION
SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT
COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT
DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR KERBY
WATER DISTRICT, OR K-GB-LB WATER
DISTRICT, OR KILCHIS WATER
DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR KLAMATH
BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY
DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH
COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE
DISTRICT #4, OR KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL
DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT
UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH
IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR LA PINE
R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB
IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT
COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT –
DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT,
OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR LAKE
CREEK R.F.P.D. - LANE COUNTY, OR LAKE
DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR LANE
TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR LANGLOIS
WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR LEBANON
R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN
S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY,
OR
LINN S.W.C.D., OR

LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT,
OR NESTUCCA R.F.P.D., OR
NETARTS WATER
DISTRICT, OR NETARTS-
OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY
DISTRICT, OR NEW BRIDGE WATER
SUPPLY DISTRICT, OR NEW CARLTON
FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT
AUTHORITY, LA NEW PINE CREEK
R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD
DISTRICT, OR NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT
IMPROVEMENT COMPANY, OR
NORTH ALBANY
R.F.P.D., OR NORTH
BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS &
RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT,
OR NORTH DOUGLAS COUNTY FIRE &
EMS, OR NORTH DOUGLAS PARK &
RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH
DISTRICT, OR NORTH GILLIAM COUNTY
R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL
DISTRICT, OR NORTH LINCOLN FIRE &
RESCUE DISTRICT #1, OR NORTH
LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL
DISTRICT, OR NORTH SHERMAN COUNTY
R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING
AUTHORITY, OR NORTHEAST WHEELER
COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK &
RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT,
ORNYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY
AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR OTTER
ROCK WATER DISTRICT, OR OWW UNIT #2
SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE
IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY,
OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC
RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL
WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER
CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR PARKDALE
R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR PENINSULA
DRAINAGE DISTRICT #1, OR PENINSULA DRAINAGE
DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK
R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE
GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR PINE
VALLEY CEMETERY DISTRICT, OR PINE VALLEY
R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL
RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL
R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR POCAHONTAS
MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR POE
VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR

PORT OF TILLAMOOK
BAY, OR PORT OF
TOLEDO, OR
PORT OF
UMATILLA, OR
PORT OF
UMPQUA, OR
PORT ORFORD CEMETERY
MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY
DISTRICT, OR PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT
COMMISSION, OR PORTLAND FIRE AND
RESCUE
PORTLAND HOUSING
CENTER, OR POWDER
R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL
DISTRICT, OR POWERS HEALTH
DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE
DISTRICT, OR PRINEVILLE LAKE ACRES
SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT
DISTRICT, OR QUEENER IRRIGATION
IMPROVEMENT DISTRICT, OR
RAINBOW WATER
DISTRICT, OR RAINIER
CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT
COMPANY, OR RALEIGH WATER
DISTRICT, OR
REDMOND AREA PARK & RECREATION
DISTRICT, OR
REDMOND FIRE AND RESCUE,
OR RIDDLE FIRE PROTECTION
DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT
COMPANY, OR
RIDGEWOOD ROAD
DISTRICT, OR RIETH
SANITARY DISTRICT, OR
RIETH WATER DISTRICT,
OR
RIMROCK WEST IMPROVEMENT
DISTRICT, OR RINK CREEK WATER
DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD
DISTRICT, OR RIVER FOREST ACRES
SPECIAL ROAD DISTRICT, OR RIVER
MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD
DISTRICT, OR RIVER ROAD PARK &
RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT
DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT,
OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK
CREEK WATER DISTRICT, OR ROCKWOOD WATER
P.U.D., OR
ROCKY POINT FIRE & EMS, OR ROGUE RIVER
R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE
VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG
URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES
ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD
ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT
DISTRICT #4, OR SAINT LANDRY PARISH TOURIST
COMMISSION SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT
TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS
TRANSIT DISTRICT, OR SALEM MASS TRANSIT
DISTRICT
SALEM SUBURBAN R.F.P.D., OR SALISHAN
SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON
RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY
DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D.
#72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR SANTIAM
WATER CONTROL DISTRICT, OR SAUVIE ISLAND
DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE
R.F.P.D., OR
SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D.,
OR SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW
IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR SHORELINE
SANITARY DISTRICT, OR SILETZ KEYS SANITARY
DISTRICT, OR SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT
COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
OR

SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR

UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION
DISTRICT, OR VALE RURAL FIRE
PROTECTION DISTRICT, OR VALLEY
ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY
MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD
DISTRICT, OR VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK &
RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD
DISTRICT, OR
WALLA WALLA RIVER IRRIGATION
DISTRICT, OR WALLOWA COUNTY
HEALTH CARE DISTRICT, OR WALLOWA
LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT,
OR WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT
DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY
AUTHORITY, OR WARMSPRINGS
IRRIGATION DISTRICT, OR WASCO
COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT
DISTRICT, OR
WATERBURY & ALLEN DITCH
IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER
DISTRICT, OR WAUNA WATER
DISTRICT, OR WEDDERBURN
SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL
DISTRICT, OR
WEST EXTENSION IRRIGATION
DISTRICT, OR WEST LABISH
DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH
S.W.C.D., OR WEST SIDE
R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL
DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD
DISTRICT, OR WESTERN LANE
AMBULANCE DISTRICT, OR WESTLAND
IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK
& RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY
CORPORATION, OR WESTWOOD HILLS
ROAD DISTRICT, OR WESTWOOD
VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR WILLAKENZIE
R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR WILLIAMS
R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR WILLOW DALE
WATER DISTRICT, OR WILSON RIVER WATER
DISTRICT, OR WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR WINSTON-
DILLARD WATER DISTRICT, OR WOLF CREEK
R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS
ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR YACHATS
R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR YAMHILL
FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS
RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO: ACADIA
PARISH SCHOOL BOARD BEAVERTON SCHOOL
DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA
HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO
PARISH SCHOOL DISTRICT CALCASIEU PARISH
SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE
SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL
SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL CENTRAL
POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL
DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS
SCHOOL DISTRICT 509J COUNTY OF YAMHILL
SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID
DOUGLAS SCHOOL DISTRICT DAYTON
SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR
SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL GLADSTONE
SCHOOL DISTRICT GRANTS PASS
SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL
DISTRICT JACKSON CO SCHOOL DIST
NO.9
JEFFERSON COUNTY SCHOOL DISTRICT
509-J JEFFERSON PARISH SCHOOL
DISTRICT JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL
DISTRICT KLAMATH FALLS
CITY SCHOOLS LAFAYETTE
PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL
DISTRICT 7J LANE COUNTY
SCHOOL DISTRICT 4J LINCOLN
COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL
DISTRICT LOST RIVER JR/SR
HIGH SCHOOL LOWELL
SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC
SCHOOLS 24J MARION COUNTY
SCHOOL DISTRICT 103 MARIST
HIGH SCHOOL, OR
MCMINNVILLE SCHOOL
DISTRICT NOAO MEDFORD
SCHOOL DISTRICT 549C MITCH
CHARTER SCHOOL
MONROE SCHOOL DISTRICT
NO.1J MORROW COUNTY
SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE
DISTRICT MULTISENSORY LEARNING
ACADEMY MYRTLE PINT SCHOOL
DISTRICT 41
NEAH-KAH-NIE DISTRICT
NO.56 NEWBERG PUBLIC
SCHOOLS
NESTUCCA VALLEY SCHOOL
DISTRICT NO.101 NOBEL LEARNING
COMMUNITIES
NORTH BEND SCHOOL DISTRICT
13 NORTH CLACKAMAS SCHOOL
DISTRICT NORTH DOUGLAS
SCHOOL DISTRICT NORTH
WASCO CITY SCHOOL DISTRICT
21
NORTHWEST REGIONAL EDUCATION
SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL
DISTRICT NOA6 ORLEANS
PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL
DISTRICT NOA PLEASANT HILL
SCHOOL DISTRICT PORTLAND
JEWISH ACADEMY PORTLAND
PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL
DISTRICT REDMOND
SCHOOL DISTRICT
REYNOLDS SCHOOL
DISTRICT ROGUE RIVER
SCHOOL DISTRICT
ROSEBURG PUBLIC
SCHOOLS SCAPPOOSE
SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT THE
CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA
MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE
EDUCATION SERVICE DISTRICT WOODBURN SCHOOL
DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT ALPINE DISTRICT,
UT
AMERICAN LEADERSHIP ACADEMY, UT AMERICAN
PREPARATORY ACADEMY, UT BAER CANYON HIGH
SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL
DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT CBA CENTER,
UT
CACHE SCHOOL DISTRICT, UT CANYON RIM
ACADEMY, UT CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT CHANNING
HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT CITY
ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT DAVINCI
ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT DUCHESNE
SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST
HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT EMERSON
ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT ENTHEOS
ACADEMY, UT EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT FREEDOM
ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT GATEWAY
PREPARATORY ACADEMY, UT GEORGE WASHINGTON
ACADEMY, UT GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT GUADALUPE
SCHOOL, UT HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT IRON
SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK
CHARTER SCHOOL, UT JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT KANE SCHOOL
DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW
ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT LIBERTY
ACADEMY, UT

LINCOLN ACADEMY, UT LOGAN
SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT

MILLARD SCHOOL
DISTRICT, UT MOAB
CHARTER SCHOOL, UT
MONTICELLO ACADEMY,
UT MORGAN SCHOOL
DISTRICT, UT
MOUNTAINVILLE
ACADEMY, UT MURRAY
SCHOOL DISTRICT, UT
NAVIGATOR POINTE
ACADEMY, UT NEBO
SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING
& SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY
ACADEMY, UT NORTH SANPETE
SCHOOL DISTRICT, UT NORTH
STAR ACADEMY, UT
NORTH SUMMIT SCHOOL
DISTRICT, UT ODYSSEY
CHARTER SCHOOL, UT
OGDEN PREPARATORY
ACADEMY, UT OGDEN
SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER
SCHOOL, UT PARADIGM HIGH SCHOOL,
UT
PARK CITY SCHOOL
DISTRICT, UT PINNACLE
CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT,
UT PROVIDENCE HALL, UT
PROVO SCHOOL
DISTRICT, UT QUAIL
RUN PRIMARY SCHOOL,
UT QUEST ACADEMY, UT
RANCHES
ACADEMY, UT
REAGAN ACADEMY,
UT RENAISSANCE
ACADEMY, UT RICH
SCHOOL DISTRICT,
UT
ROCKWELL CHARTER HIGH
SCHOOL, UT SALT LAKE ARTS
ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE
EDUCATION, UT SALT LAKE SCHOOL
DISTRICT, UT
SALT LAKE SCHOOL FOR THE
PERFORMING ARTS, UT
SAN JUAN SCHOOL
DISTRICT, UT SEVIER
SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER
SCHOOL, UT SOUTH SANPETE
SCHOOL DISTRICT, UT SOUTH
SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT WASATCH
SCHOOL DISTRICT, UT WASHINGTON SCHOOL
DISTRICT, UT WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL
OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE
MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG
UNIVERSITY - HAWAII CENTRAL OREGON
COMMUNITY COLLEGE CENTENARY COLLEGE OF
LOUISIANA CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE COLLEGE OF
THE MARSHALL ISLANDS COLUMBIA GORGE
COMMUNITY COLLEGE CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE
COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD
COLLEGE
LINN-BENTON COMMUNITY COLLEGE LOUISIANA
COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH
BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST
CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY OREGON
INSTITUTE OF TECHNOLOGY OREGON STATE
UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC
UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND
COMMUNITY COLLEGE PORTLAND STATE
UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN

LOUISIANA UNIVERSITY SOUTHERN
OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE
UNIVERSITY, UT
SOUTHERN UTAH
UNIVERSITY, UT SNOW
COLLEGE, UT
DIXIE STATE COLLEGE,
UT COLLEGE OF EASTERN
UTAH, UT UTAH VALLEY
UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES
OFFICE BOARD OF
MEDICAL EXAMINERS
HAWAII CHILD SUPPORT
ENFORCEMENT AGENCY HAWAII
DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS
CORPORATION OFFICE OF MEDICAL
ASSISTANCE PROGRAMS OFFICE OF
THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT
COALITION OREGON DEPARTMENT
OF EDUCATION OREGON
DEPARTMENT OF FORESTRY
OREGON DEPT OF
TRANSPORTATION OREGON DEPT.
OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF
ENERGY OREGON STATE
BOARD OF NURSING
OREGON STATE DEPT OF
CORRECTIONS OREGON STATE
POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION
COUNCIL SANTIAM CANYON
COMMUNICATION CENTER SEIU LOCAL
503, OPEU
SOH- JUDICIARY CONTRACTS AND
PURCH STATE DEPARTMENT OF
DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS AND CERTIFICATIONS

Requirements/Conditions For All FTA Assisted Contracts:

Federal Disclaimer to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Access to Third Party Contract Records
Prohibitions Against Exclusionary or Discriminatory Specifications
Changes to Federal Requirements
Termination Provisons (Contracts exceeding $10,000)
Civil Rights Requirements
Requirements for Disadvantaged Business Enterprises (DBEs)
Incorporation of FTA Terms

Requirements for Contracts Exceeding $25,000 Threshold:

Debarment and Suspension Requirements

Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

Report, record retention, and access provisions
Buy America requirements
Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
Lobbying Requirements
Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)
Clean Water Requirements
Clean Air Requirements

Cargo Preference

Acquisition of Property Shipped by Ocean Vessel
Acquisition of Property Shipped by Air (Fly America)

Construction Activities:

Equal Employment Opportunity (Except for supplies/raw materials)
Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)
Davis Bacon Act (for contracts exceeding $2,000)
Contract Work Hours & Safety Standards Act (contracts exceeding $100,000)
Copeland Anti-Kickback Act (for all construction contracts)
Siesmic Safety (for new buildings/additions only)

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of $100,000

Transit Operations

Transit Employee Protective Arrangements
Charter Service Operation
School Bus Operations
Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Planning, Research, Development and Demonstration Projects

Patent Rights Requirements
Rights in data and copyrights requirements

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

Bus Testing
Pre-Award and Post-Delivery Audit Requirements

Miscellaneous Special Requirements

Environmental Protection
Energy Conservation Requirements
Metric System Requirements
National ITS Architecture
Requirements for Recycled Products (for items designated by EPA)
Seat Belt Use
Text Messaging While Driving

Federal Davis-Bacon Wage Rates

(If Applicable)

Certifications

Buy America
Transit Vehicle Manufacturer's DBE Certification
Lobbying
Bus Testing Requirements

Protest Procedures For Federal Transit Administration Funded Projects

Sun Tran Protest Procedures For Federal Transit Administration (FTA) Funded Projects

Requirements/Conditions For All FTA Assisted Contracts

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Sun Tran and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by Sun Tran. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records *(Form FTA Master Agreement MA (18) dated October 1, 2011)*

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, Sun Tran agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement *(Form FTA MA (18) dated October, 2011 between Sun Tran and FTA)*, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** Sun Tran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran to be paid the Contractor. If the Contractor has any property in its possession belonging to Sun Tran, the Contractor will account for the same, and dispose of it in the manner Sun Tran directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Sun Tran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by Sun Tran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Sun Tran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** Sun Tran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Sun Tran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from Sun Tran setting forth the nature of said breach or default, Sun Tran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Sun Tran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that Sun Tran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Sun Tran shall not limit Sun Tran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** Sun Tran, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Sun Tran, protect and preserve the goods until surrendered to Sun Tran or its agent. The Contractor and Sun Tran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Sun Tran may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Sun Tran resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Sun Tran in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Sun Tran, acts of another Contractor in the performance of a contract with Sun Tran, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. the contractor, within ten [10] days from the beginning of any delay, notifies Sun Tran in writing of the causes of delay. If in the judgment of Sun Tran, the delay is excusable, the time for completing the work shall be extended. The judgment of Sun Tran shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Sun Tran.

9. **Termination for Convenience or Default (Architect and Engineering):** Sun Tran may terminate this contract in whole or in part, for Sun Tran's convenience or because of the failure of the Contractor to fulfill the contract obligations. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Sun Tran, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Sun Tran may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by Sun Tran.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

10. **Termination for Convenience or Default (Cost-Type Contracts):** Sun Tran may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Sun Tran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Sun Tran, or property supplied to the Contractor by Sun Tran. If the termination is for default, Sun Tran may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Sun Tran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Sun Tran determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Sun Tran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42

U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

    a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26

1. The Federal Fiscal Year goal has been set by Sun Tran in an attempt to match projected procurements with available qualified disadvantaged businesses. Sun Tran goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Sun Tran as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and Sun Tran that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

   It is further the policy of Sun Tran to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Sun Tran procurement activities are encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Sun Tran DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Sun Tran and will be submitted to Sun Tran upon request.

e. Sun Tran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

   * Identification of qualified DBE

   * Available listing of Minority Assistance Agencies

   * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

a. Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

c. “Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

3. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by Sun Tran to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by Sun Tran. Sun Tran will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to Sun Tran Office of Equal Opportunity Programs Director,

201 N. Stone Ave., 3rd Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Sun Tran's requests which would cause Sun Tran to be in violation of the FTA terms and conditions.

Requirements for Contracts Exceeding $25,000

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

Requirements for Contracts Exceeding $100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Sun Tran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of Sun Tran. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Sun Tran shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute

Unless otherwise directed by Sun Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Sun Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Sun Tran is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Sun Tran, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Sun Tran.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation for

Bid Bond Requirements (Construction)
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Cargo Preference

Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

Acquisition of Property Shipped by Ocean Vessel:
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Acquisition of Property Shipped by Air (Fly America):

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Construction Activities

Equal Employment Opportunity (Does not apply for supplies/raw materials procurements)

Equal Employment Opportunity

All construction contracts in excess of $10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). The following clauses shall be included:

Nondiscrimination

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor and the FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or Federally assisted contracts in accordance with procedures authorized in Executive No. Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Specifications

The following clauses must also be included in all construction contracts and subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.3:

"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order No. 11246):

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7)(a) through (p) of these specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)."

Notice

Contractor agrees to include the following notice in all construction subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.2:

"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. a. The goals and the timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	Insert Goals for Each Year	Insert Goals for Each Year

b. These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.

c. The contractor's compliance with the Executive Order and the regulations at 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is miscellaneous sites within the city limits of Tucson, Pima County, State of Arizona."

Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)

Davis Bacon Act - 40 USC §§ 3142(a), 29 CFR § 5.5(a)

Copeland Anti-Kickback Act - 18 U.S.C. § 874, 29 C.F.R. § 3, 29 C.F.R. § 5.5(a)(1) through (10)

Contract Work Hours & Safety Standards Act - 40 U.S.C. §3701, 29 C.F.R. § 5.5(b)

Federal Labor Standards Provision

[Code of Federal Regulations]
[Title 29, Volume 1, Parts 0 to 99]
[Revised as of July 1, 1998]
From the U.S. Government Printing Office via GPO Access
(http://www.access.gpo.gov/nara/cfr/index.html)
[CITE: 29CFR5.5]

[Page 110-116]

TITLE 29--LABOR

PART 5--LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Subpart A--Davis-Bacon and Related Acts Provisions and Procedures

Sec. 5.5 Contract provisions and related matters.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Sun Tran may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Sun Tran for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to
each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO CALLED “ANTI-KICKBACK ACT” AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR. UNITD STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103-322, title XXXIII, Sec. 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

TITLE 29 – LABOR

Subtitle A - Office of Secretary of Labor

PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping.
Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or
subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

To be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Siesmic Safety - 42 U.S.C. 7701 et seq. 49, CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Transit Operations

Transit Employee Protective Arrangements - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Service Operation - 49 U.S.C. 5323(d), 49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operation - 49 U.S.C. 5323(f) or (g), 49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations - 49 U.S.C. §5331, 49 CFR Part 655

The contractor agrees to establish an anti-drug use and alcohol misuse program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or Sun Tran, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the contractor's testing process. The contractor agrees further to certify annually its compliance with Part 655 thirty days before July 1st of each year and to submit the Management Information System (MIS) reports thirty days before March 15 each year to John Zukas, Transit Services Coordinator, P.O. Box 27210 Tucson, AZ 85726.

If the Contractor performs functions under the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the contractor must comply with such applicable regulations. The Contractor's Drug Free Workplace Policy and the Contractor's Drug and Alcohol Policy/Program must clearly delineate the Contractor's responsibilities under their own Company policy, the FHWA's regulations, and the FTA's regulations respectively.

Privacy Act - 5 U.S.C. 552

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

Bus Testing - 49 U.S.C. 5323(c), 49 CFR Part 665

The Contractor or Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to Sun Tran at a point in the procurement process specified by Sun Tran which will be prior to Sun Tran's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Sun Tran prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of Sun Tran of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements - 49 U.S.C. 5323, 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:

    a. component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and;
    b. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

    a. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

    b. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize 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.

Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, Sun Tran agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Sun Tran agrees to accept products and services with dimensions expressed in the metric system of measurement.

National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not

include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Federal Davis-Bacon Wage Rates

The Federal Wage Rates applicable to this Contract are set forth in the following Document.

INSERT MOST RECENT WAGE DECISION INFORMATION HERE

Certifications

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date March 27, 2024

Signature _____

Company Name W.W. Grainger, Inc.

Title Senior National Government Sales Manager

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

BUY AMERICA CERTIFICATION

CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date March 27, 2024

Signature _____

Company Name W.W. Grainger, Inc.

Title Senior National Government Sales Manager

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

TRANSIT VEHICLE MANUFACTURER'S DBE CERTIFICATION
Certificate of Compliance with 49 CFR part 26.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF TRANSIT VEHICLES ONLY
(To be submitted with all bids or offers for transit vehicles)
(To be signed and submitted by the manufacturer of the product offered)

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid that does not include the certification must be rejected as non-responsive and not considered for evaluation and award.

I hereby certify that the offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been approved, or not disapproved, by the Federal Transit Administration.

W.W. Grainger, Inc. — Name of Offeror

_____ — Signature of the Offeror's Authorized Official

Ken White
Senior National Government
Sales Manager — Name and Title of the Offeror's Authorized Official

March 27, 2024 — Date

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)
(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.

2. 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 any 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 undersigned 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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _**W.W. Grainger, Inc.**_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Ken White
Senior National Government
Sales Manager
_____ Name and Title of Contractor's Authorized Official

March 27, 2024
_____ Date

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(Pertains only to the acquisition of Turnkey Rolling Stock over $100,000))
(To be signed and submitted by the manufacturer of the product offered)

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____N/A_____

Company Name: _____

Title: _____

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

    A. The items to be procured are urgently required;

    B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

    1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
    2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

W.W. Grainger,
Inc. 100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

March 28, 2024

Mr. Matthew Sage
Procurement Manager
City of Tucson
Business Services Department
Shared Services Procurement Division
255 W, Alameda, 6th Floor
Tucson, AZ 85701

RE: W.W. Grainger, Inc., Letter of Clarification and Exception to the City of Tucson Request for Proposal No. 240078 Maintenance Repair and Operations Supplies Parts, Equipment, and Materials

Dear Mr. Sage:

W.W. Grainger, Inc. ("Grainger", "Contractor", or "Offeror") appreciates the opportunity to respond to the City of Tucson ("City") Request for Proposal No. 240078 ("RFP"), Maintenance, Repair and Operations ("MRO") Supplies, Equipment, and Materials. As you know, Grainger's focus on contract compliance and customer satisfaction is second to none. To that end, Grainger respectfully requests the opportunity to incorporate, should we be awarded this contract, our clarifications, and exceptions into the terms of the contract. Our objective is to earn the privilege of working with the City of Tucson and OMNIA Partners and doing so with an understanding that our collective expectations with respect to operationalization of contract terms and conditions are aligned. In accordance with RFP Section D.9. Exceptions to Contract Provisions, your favorable consideration of our proposed exceptions and clarifications is requested:

Request For Proposal No. 240078

Section C., Scope of Work, Subsection C.1.A.7. Warranty.

Original Language: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

Modified Language: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to specified specifications. Please see Grainger's City of Tucson technical response, Section 3. Services., iii., 8th Para. for additional Grainger Warranty Terms and Conditions

Attachments for City of Tucson

Exhibit 01 – Sourcing Terms Product & Services



TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND SERVICES

Seller will source products and services not available through the Seller's *General Catalog* or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

1. SOURCED PRODUCTS

a. SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.

b. SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.

c. SOURCED PRODUCTS WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

d. SOURCED PRODUCTS RETURNS. An RGA (Returned Goods Authorization) must be issued by Seller prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Seller location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Seller and added to the invoice, unless the shipment of Sourced Products was the result of Seller or manufacturer error, or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns, or refunds are allowed, except if Sourced Products are defective.

e. In the event that Seller agrees to stock an agreed upon quantity of Sourced Products for Buyer, upon expiration or termination of the Agreement, Buyer agrees to purchase all remaining stocked Sourced Product. Seller will invoice Buyer within (30) days of expiration, cancellation, or termination of the Agreement.

2. SOURCED SERVICES

a. SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.

b. SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A third-party provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms

and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

c. SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular breach, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular breach. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular breach shall be Buyer's sole and exclusive remedy.

d. SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SOURCED SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

e. SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY PROVIDER PERFORMING SOURCED SERVICES IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.

Exhibit 02 – Grainger 2023 ESG Report





2023

Environmental, Social and Governance Report

GRAINGER

GraingerESG.com

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ABOUT THIS REPORT

The report's contents are shaped by our ESG materiality assessment, which was last completed in 2021. We also align disclosures to the Task Force on Climate-Related Financial Disclosures (TCFD) and Sustainability Accounting Standards Board (SASB), and we provide a Global Reporting Initiative (GRI) content index to indicate the location(s) of particular ESG topics and data. The data in this document is for the reporting period January 1, 2022 to December 31, 2022 unless otherwise specified. Throughout this report, data figures are rounded and approximate.

BOUNDARY

Although Grainger's ESG commitments apply throughout the world, this report is primarily focused on the company's major operations in North America. These operations currently represent more than 80% of Grainger's business based on percentage of revenue, scope of operations and number of team members. In this report, the specific geographic and business unit boundaries are referenced as following:

- "Total company", "Grainger", "global", or "globally" refer to W.W. Grainger, Inc. and its subsidiaries, except where the context makes it clear that the reference is only to W.W. Grainger, Inc. itself and not its subsidiaries.
- "High-Touch Solutions N.A." refers to Grainger's High-Touch Solutions segment, which provides value-added MRO solutions that are rooted in deep product knowledge and customer expertise. The high-touch solutions model serves customers with complex buying needs. This segment includes the Grainger-branded businesses in the United States (U.S.), Canada, Mexico and Puerto Rico.
- "High-Touch Solutions U.S." refers to Grainger-branded businesses in the U.S. that form part of the high-touch solutions model.
- "Endless Assortment" refers to Grainger's Endless Assortment segment that provides a streamlined and transparent online platform with one-stop shopping for millions of products. The Endless Assortment segment includes Zoro Tools, Inc. (Zoro) and MonotaRO Co., Ltd. (MonotaRO) online channels which operate predominately in the U.S. and Japan.
- Stated geographies such as "U.S." or "U.S. and Canada" refer to all of Grainger's operations in the stated geographies. Both reportable segments High-Touch Solutions N.A. and Endless Assortment are included.

EXTERNAL ASSURANCE

The company engages with Apex Companies, LLC, for verification of its greenhouse gas emissions, energy consumption, waste generation and water consumption data. Additionally, Grainger receives ongoing verification of its environmentally preferable SKU designation from a third-party provider.

DATA VALIDATION

In 2021, Grainger's Controllership team began an extensive ESG metric validation project, which was completed in 2022. The objectives of this work included assessment of all ESG metrics reported internally and externally, validation of source data and calculation of metrics. In 2022, a new team within Controllership was established that is dedicated to reviewing ESG data and ensuring accuracy, completeness and consistency in external reporting on an ongoing basis.

A LETTER FROM OUR
CHAIRMAN AND CEO



At Grainger, our more than 26,000 team members work diligently to fulfill our purpose:

We Keep The World Working®

Achieving that calling demands that we always do the right thing for our people, our customers and the environment.

In that spirit, I'm excited to share with you Grainger's 2023 Environmental, Social and Governance (ESG) Report, in which we detail how we are enabling our team to make a positive impact for the customers and communities we are privileged to serve.

I have the honor of heading our ESG Leadership Council, which sets the strategic direction for Grainger's ESG program and identifies ways to incorporate those initiatives into our operations and strategy. Together with subject-matter experts across the business, we are advancing key priorities, including linking executive compensation to our ESG objectives and advancing our near-term focus areas:

- Customer Sustainability Solutions
- Supplier Diversity
- Energy and Emissions
- Diversity, Equity and Inclusion

Each of these focus areas is an important part of both our culture and operations and allows us to scale our actions to make a greater impact. Early indications show we are delivering on each of them, driving sustainability, making an impact in our communities and building a strong, welcoming culture. More details on our work can be found in this report.

Meeting our ESG objectives aligns with Grainger's purpose-driven culture. We have long focused on building a more diverse, equitable and inclusive environment. We strive to make sure each team member feels welcome and able to do their best work. For the second year in a row, Grainger was named one of the *Fortune*[1] 100 Best Companies to Work For, and for the first time was recognized by *Fortune* as one of the Best Workplaces for Women and America's Most Innovative Companies.

As we look ahead, we will remain a leader in ESG by living our principles, helping our customers meet their own sustainability goals and positively impacting the communities where we operate. By doing this, we continue to ensure Grainger remains a company our customers trust and a place where our team members have meaningful and fulfilling careers.

I am confident the Grainger team will continue to act with integrity and serve our customers, as we've done for nearly 100 years.

> **Our success is the result of a purpose-driven culture, one which calls on each of us to always do the right thing for our customers, the environment and each other.**
>
> — D.G. MACPHERSON

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Grainger at a Glance

W.W. Grainger, Inc., is a leading broadline distributor of maintenance, repair and operating (MRO) products in North America, Japan and the United Kingdom. We achieve our purpose, We Keep The World Working®, by providing our customers with the products and services they need to keep their operations running and their people safe.

TOTAL COMPANY HIGHLIGHTS

$15.2B in sales	>4.5M active customers
>26,000 team members	>30M products offered

>5,000
product suppliers[2]

2. Represents product suppliers with over $100K spend in 2022.

Our Purpose

We Keep The World Working®



OUR ASPIRATION

We relentlessly expand our leadership position by being the go-to partner for people who build and run safe, sustainable and productive operations.

For more information on Grainger, visit **invest.grainger.com**.

- Start with the customer
- Win as one team
- Embrace curiosity
- Invest in our success
- Act with intent
- Do the right thing
- Compete with urgency

ESG Highlights

CUSTOMER SUSTAINABILITY SOLUTIONS

>$1B in Grainger High-Touch Solutions U.S. environmentally preferable product (EPP) sales

SUPPLIER DIVERSITY

>$2B spent by Grainger High-Touch Solutions U.S. on products from small businesses, including woman-, minority-, veteran-, LGBTQ+– and disabled person–owned businesses, as well as historically underutilized business zone (HUBZone) and disadvantaged businesses[3]

ENERGY AND EMISSIONS

26% total global Scope 1 and Scope 2 emissions reduction since 2018. Grainger has set a target to reduce its total global absolute Scope 1 and Scope 2 GHG emissions by 30% by 2030 from a 2018 baseline

DIVERSITY, EQUITY AND INCLUSION

35% women in leadership positions in the U.S. and Canada

24% racially and ethnically diverse team members in leadership positions in the U.S.

36% women directors serving on our board[4]

27% racially and ethnically diverse directors serving on our board[4]

ETHICS AND COMPLIANCE

100% of required total company team members certified in Grainger's Business Conduct Guidelines

WASTE AND RECYCLING

94% recycling rate across our U.S. distribution centers

3. During the federal government's fiscal year ended September 30, 2022.
4. This information is as disclosed in the 2023 Proxy Statement.

Awards

SUSTAINABILITY AND ESG

CDP DISCLOSER 2022

A- in 2022

Member of Dow Jones Sustainability Indices Powered by the S&P Global CSA

2022: sixth consecutive year

MSCI ESG RATINGS AAA

As of 2023, Grainger received an MSCI ESG Rating of AAA

BRONZE 2023 ecovadis Sustainability Rating

72 percentile

2023 Sustainalytics ESG Industry Top-Rated Company

2023 Newsweek: America's Most Responsible Companies

2023 S&P Global Sustainability Yearbook Member

DIVERSITY, EQUITY AND INCLUSION

BEST PLACES TO WORK 2022 for LGBTQ+ Equality 100% CORPORATE EQUALITY INDEX

Perfect score for eighth consecutive year in 2022

DEI DISABILITY EQUALITY INDEX Best Place To Work For Disability Inclusion

2022: sixth consecutive year

Diversityinc TOP 50 NOTEWORTHY 2023

2023 Top 50 Noteworthy Companies and Top Regional Company for Diversity

NOD 2022 LEADING DISABILITY EMPLOYER

CULTURE AND WORKPLACE

Great Place To Work. Certified JUN 2022-JUN 2023 USA

Re-certified

FORTUNE 100 BEST COMPANIES TO WORK FOR 2023

FORTUNE BEST WORKPLACES FOR WOMEN 2022

FORTUNE AMERICA'S MOST INNOVATIVE COMPANIES 2023 statista

BEST FOR VETS 2022 MILITARY TIMES EMPLOYERS

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Our Approach to ESG

At Grainger, we integrate ESG initiatives into our strategy and daily operations at each level of the business to deliver long-term value to our stakeholders. We embrace sustainability within our organization and are dedicated to helping our customers achieve their own sustainability goals through our products, services and resources.

ESG Governance

The Board of Directors (Board), executive leadership team and senior leaders take an active role in our overall ESG strategy. This includes ESG oversight by the Board, strategic direction by our executive leadership team and strategic and programmatic implementation by senior leaders and subject matter experts.



BOARD OVERSIGHT

Our Board, guided by the **Operating Principles for the Board of Directors**, is responsible for Grainger's overall strategic direction. This direction includes ESG oversight by the **Board Affairs and Nominating Committee** (BANC), which is composed of independent Directors, including those with expertise in corporate environmental, social and governance matters. The BANC reviews Grainger's ESG programs and reporting at least annually, including, but not limited to, energy and emissions; community impact; governance; company culture; talent strategy; and diversity, equity and inclusion practices. Learn more about our Board governance in our **2023 Proxy Statement** and in our **Committee Charters**.

ESG LEADERSHIP COUNCIL

In developing Grainger's ESG efforts, Chairman and CEO, D.G. Macpherson leads an ESG Leadership Council (ELC) composed of senior-most leadership that sets the strategic direction of Grainger's ESG program and identifies ways to incorporate ESG initiatives into operations and strategy. This group meets at least quarterly and updates the BANC on a regular basis.

ESG WORKING GROUPS

The ESG Leadership Council's strategy is implemented by cross-functional ESG Working Groups focused on near-term priorities, material topics and supporting efforts such as reporting. Our ESG Working Groups comprise leaders and subject matter experts who are responsible for implementing programs to drive progress on key ESG topics and goals.

EXECUTIVE COMPENSATION

During 2022, in partnership with the Compensation Committee's independent compensation consultant and our ESG Leadership Council, we studied various notional compensation program designs to assess how ESG metrics could align with our goal to drive a purpose-driven culture that enables strong performance and aligns with our ESG objectives. Informed by this review, we have integrated an ESG modifier within the U.S.-based Grainger Leadership Team's annual incentive program for 2023[5]. The ESG modifier can increase or decrease payouts determined by financial performance based on two quantitative metrics: total global absolute Scope 1 and 2 emissions and diverse leadership representation.

5. Grainger Leadership Team represents the CEO's leadership team (executive leadership).

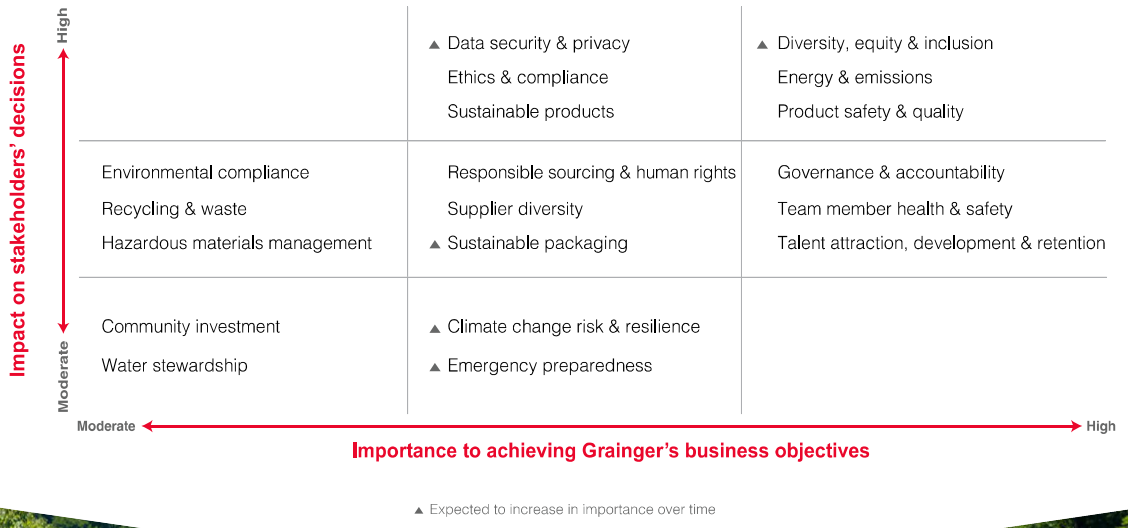
Materiality Assessment

OUR APPROACH

Our materiality assessment forms the foundation of our ESG program. This assessment references the Global Reporting Initiative (GRI) Standards' definition of materiality and determines the economic, environmental, social and governance issues that are most important to our stakeholders and our business objectives. By focusing on these issues, we aim to optimize the impact of our products, services and solutions in these critical areas and create long-term value for our stakeholders. We engaged a third-party consulting firm to assist with our latest materiality assessment in 2021. The ELC then further prioritized the resulting material topics to identify four near-term priorities where Grainger should invest to improve performance. We update our materiality assessment approximately every three years to ensure continued focus on the most important topics to our stakeholders.

6. The Customer Sustainability Solutions topic referenced here is defined as environmentally sustainable products, services, packaging and resources intended to help our customers meet or make progress on their sustainability goals. Supplier diversity is a distinct material topic that has overlap with our total sustainability solutions offering of social and environmental solutions.

Material Topics



Four Near-Term Priorities

- Customer Sustainability Solutions[6]
- Supplier Diversity
- Diversity, Equity and Inclusion
- Energy and Emissions



Sustainability Solutions for Our Customers

Starting with our customers is one of Grainger's core principles. We are at our best when we understand their needs and provide solutions that help keep them working safely, sustainably and efficiently. Grainger's products, services and resources provide value to our customers while also helping them achieve their sustainability goals.

Environmental and Social Customer Solutions

ENVIRONMENTALLY PREFERABLE PRODUCTS

Grainger provides environmentally-focused solutions through our sustainability offering, including environmentally preferable products (EPP)[7] and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion, which represented an increase from the previous year.

At Grainger, we are committed to meeting customer demand by routinely evaluating our portfolio against customer needs and keeping our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions that may meet their needs, Grainger has developed a **Sustainability Solutions landing page** on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute, making it simple for customers to understand the environmental benefits.

GRAINGER PRODUCTS THAT HELP CUSTOMERS WITH SUSTAINABILITY INITIATIVES

Grainger products that feature an environmental attribute certified by an independent certification body and approved by a designated third-party (e.g., Energy Star®)

Grainger products that feature environmental attributes supported by product supplier claims and validated by a third-party (e.g., products made of recycled content)

Grainger products that do not contain environmental attributes but can help customers with sustainability initiatives (e.g., flowmeters)

7. Environmentally Preferable Products (EPP) or greener products are designed to have a lesser or reduced effect on human health or the environment when compared to competing products that serve the same purpose. Grainger's EPP listings are based on third-party certifications or other evidence of relevant product characteristics submitted by the product suppliers. In each case, the basis for the EPP designation is explained in the product description, including information about the specific third-party certification and/or the relevant product attributes. Grainger relies on information from its third-party suppliers for claimed certifications and relevant product attributes. To provide an additional measure of confidence, Grainger works with outside experts to review the basis claimed by its third-party suppliers to help verify the referencing of relevant standards and product attributes.

WE ARE THE GO-TO PARTNER FOR PEOPLE WHO SEEK TO BUILD AND RUN SAFE, SUSTAINABLE AND PRODUCTIVE OPERATIONS



Grainger is deeply committed to the sustainability of its operations, and we believe that commitment extends beyond our walls. We are uniquely positioned to provide the know-how, supplier diversity and broad assortment of products customers need to achieve their sustainability goals.



— PAIGE ROBBINS, SENIOR VICE PRESIDENT AND PRESIDENT, GRAINGER BUSINESS UNIT



SUSTAINABILITY SERVICES

As part of our commitment to helping customers achieve their own sustainability goals, we continue to enhance and improve our sustainability services. Grainger offers a number of sustainability services that cover areas of energy, waste, water and air quality management through third-party service providers.

We recently added a service that provides a holistic sustainability assessment for customers covering all four environmental initiatives: energy, waste, water and air quality management. This enables them to better understand their environmental impact and identify areas for improvement.

CASE STUDY

RENEWABLE ENERGY INSTALLATION[8]

As part of our sustainability services offering, we are able to help customers achieve their sustainability goals. One recent example of this is Grainger's engagement with a large container-terminal operator that was in search of an opportunity to offset fossil fuel-based energy use, enhance its energy grid and reduce cost. Through one of the third-party service providers included in our sustainability services offering, the customer has purchased and will install more than 300 solar panels. The installation is projected to realize a nearly 480% return on investment (ROI). Over the next 20 years, the system is expected to do more than just save money. It is expected to result in:

~4,000 tons

of CO_2 avoided, which is equivalent[9] to:

~9,000,000 miles OR ~59,000 trees

driven by cars planted

8. Disclaimer: results will vary by customer based on location and available tax credits, but expected results noted here are considered typical for the customer's particular region.
9. According to the EPA's Greenhouse Gas Equivalences Calculator.

SAFETY AND SECURITY SOLUTIONS

Grainger is committed to providing customers with comprehensive safety and security solutions.

Grainger offers nearly 196,000 safety and security products on Grainger.com and collaborates with trusted third-party service providers to provide a range of safety services to help customers meet regulatory compliance requirements and create a safer and more secure workplace. We work with leading safety organizations to offer assessments, training, program development and testing to our customers. Innovative third-party service providers help migrate customers' environmental, health and safety (EHS) programs from paper to digital platforms and improve training effectiveness with virtual reality solutions.

Grainger's commitment to safety is also evident in our investment in Field Safety Consultants who are certified through the Board of Certified Safety Professionals. Our Field Safety Consultants provide value-added safety assessments and identify the best solutions for our customers. In 2022, our Field Safety Consultants completed more than 1,000 onsite safety assessments for our customers.

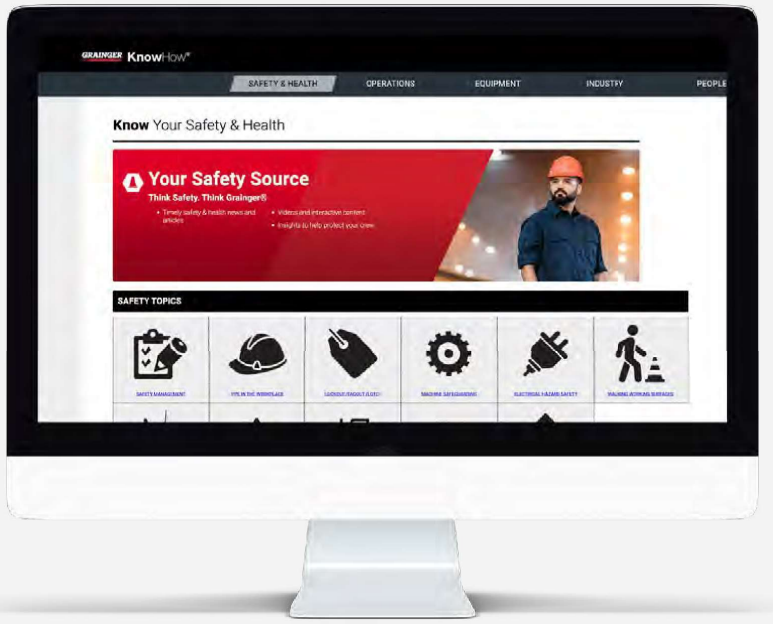
In addition to our team of Field Safety Consultants, we offer resources through the Grainger KnowHow® website and the Safety & Health Solutions Center to provide our customers with valuable safety information and insights.

We are proud to be a member of the National Safety Council's Campbell Institute for the fifth consecutive year as the sole industrial supplier.

~196,000
safety and security products offered on Grainger.com[10]

Certified
Field Safety Consultants through the Board of Certified Safety Professionals

>1,000
onsite safety assessments completed for our U.S. and Canada customers



10. As of May 2023.

DIVERSITY SOLUTIONS

Grainger's Diversity Solutions Programs assist customers in diversifying their supply chains and promoting the growth of underrepresented supplier groups in the United States. Grainger has more than 20 years of experience partnering with small and diverse businesses through two core programs.

Grainger's Tier 1 Reseller Diversity program helps customers meet their diversity procurement goals through certified Disadvantaged Business Enterprise (DBE) authorized resellers. The program is designed to deepen our customer relationships and identify ways to deliver greater value to new and existing customers. The program provides MRO resellers and customers greater access to products and services and provides reach to segments and contracts typically mandated or prioritized for small businesses and DBEs. Grainger's Tier 2 Supplier Diversity program enables customers to diversify their supply chains and promote the growth of underrepresented supplier groups.

Grainger is also a corporate member of the Women's Business Enterprise National Council (WBENC) and participates in various virtual trade, networking and learning events and develops relationships with diverse businesses.

HOW GRAINGER SUPPORTS CUSTOMERS WITH THEIR DIVERSITY GOALS



TIER 1 — DIVERSITY ALLIANCES OFFER (RESELLER DIVERSITY):

- Grainger High-Touch Solutions U.S. partners with small and diverse businesses, enabling them to directly sell to end customers through the Grainger contract as authorized resellers
- Grainger helps customers meet their diversity procurement goals through spend with certified DBEs
- In 2022, our network of diverse authorized Grainger resellers sold hundreds of millions of dollars of products to customers

TIER 2 — SUPPLIER DIVERSITY PROGRAM

- Grainger works with diverse suppliers (DBEs) to buy product and sell to the end customer
- The customer can take diversity spend credit for those qualifying purchases
- In 2022, Grainger High-Touch Solutions U.S. spent more than more than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+– and disabled person–owned businesses, as well as HUBZone and disadvantaged businesses[11]
- ~7,000 DBEs are part of the Grainger High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend[11]

GRAINGER SERVICES

- Grainger works with small and diverse third-party businesses to support onsite services (e.g., delivery, sales activities, KeepStock®)
- Services offered through our network of qualified, insured and licensed third-party service providers

11. Data represents reporting period of the federal government's fiscal year ended September 30, 2022.

EMERGENCY MANAGEMENT PROGRAM

Grainger's Emergency Management Program is the local support with national reach that customers can rely on before, during and after an incident. From severe weather to pandemics, Grainger's Emergency Management Program helps communities prepare for the expected and unexpected.

Nationwide logistics network: Grainger facilitates a large network of local branches supported by a state-of-the-art, integrated distribution network.

Faster response, repair and recovery times: As an invested member of the communities we serve, Grainger is committed to delivering the unique support and products our customers need as fast as possible.

Emergency support teams: Grainger mobilizes internal and external resources to assist impacted areas. Call centers can accept phone orders 24 hours a day, and local branches provide essential solutions to help their communities rebuild.

Relationships with local, regional and national authorities: By facilitating relationships with organizations like the Federal Emergency Management Agency, the Department of Homeland Security and the American Red Cross, Grainger keeps a pulse on what is happening nationwide and how to support when emergencies occur.

CASE STUDY

2022 HURRICANE IAN — FROM PREPARATION TO RECOVERY...GRAINGER IS THERE TO SUPPORT

PREPARE

Before Ian made landfall, Grainger evaluated inventory, moved high-demand product into market and was ready to meet customers' planning needs. Florida state and local governments purchased generators, sandbags, water and sheltering supplies in anticipation of Hurricane Ian. Grainger activated our internal Emergency Response Team to support the planning and eventual response and recovery needs of Florida customers.

RESPOND

Grainger was asked to participate in the state Emergency Operations Center (EOC) shoulder-to-shoulder with emergency professionals. During Ian, four Grainger team members worked shifts in Florida's EOC to meet the critical and high-volume demands of the state and local government.

RECOVER

During the recovery and restoration efforts, the Grainger team remained onsite to partner with impacted customers. Grainger supported staging and logistics efforts and ensured distribution of critical supplies, such as hygiene kits, tarps, personal protective equipment (PPE) and chainsaws.

VALUE-DRIVEN SUSTAINABLE PRACTICES THAT BENEFIT OUR CUSTOMERS

In addition to our environmental products and services, Grainger embeds sustainability practices into our comprehensive offerings that drive value for the customer and support their sustainability goals. Some examples of this include:

TRANSPORTATION AND SHIPPING EFFICIENCIES

Grainger demonstrates commitment to sustainability throughout our transportation and shipping practices. Grainger designs its distribution and transportation network to optimize the customer experience and reduce environmental waste. Throughout our network, we actively manage order fulfillment with the goal to ship orders in the fewest number of cartons from the nearest shipping point.

Grainger relies on a network of third-party carriers for transportation needs, and is always working to improve the environmental performance of outsourced logistics. We work closely with these providers to continuously identify opportunities to maximize efficiency and minimize fuel use. Grainger continues to be recognized by the U.S. Environmental Protection Agency (EPA) as a SmartWay® partner.

SUSTAINABLE PACKAGING

At Grainger, we work closely with our suppliers to identify opportunities to improve packaging sustainability and protect the products we offer. Our Supplier Packaging Guidelines promote sustainable options and best practices for our suppliers to minimize potential product damage and waste while maximizing the use of recyclable materials.

We have many sustainable packaging initiatives, including:

Right-size packaging: In select distribution centers (DCs), we employ a technology to right-size packaging for parcels, reducing the overall size of a package. This results in a reduction of the number of vehicles needed, freight costs, emissions and product damage, while enabling labor savings and minimizing unnecessary void fill. We measure our carton-to-order ratio by tracking the number of boxes we ship compared to the number of orders we receive. We monitor this ratio to drive improvements in packaging and corrugate use.

Primary packaging: We ship products in suppliers' packaging (primary packaging) whenever possible. We also use strapping or wrapping when applicable to consolidate items without adding outer packaging.

Recycled material: Our iconic Grainger boxes and paper dunnage are certified by the Sustainable Forestry Initiative and are recyclable. Additionally, Grainger boxes are made from more than 40% post-consumer recycled content.



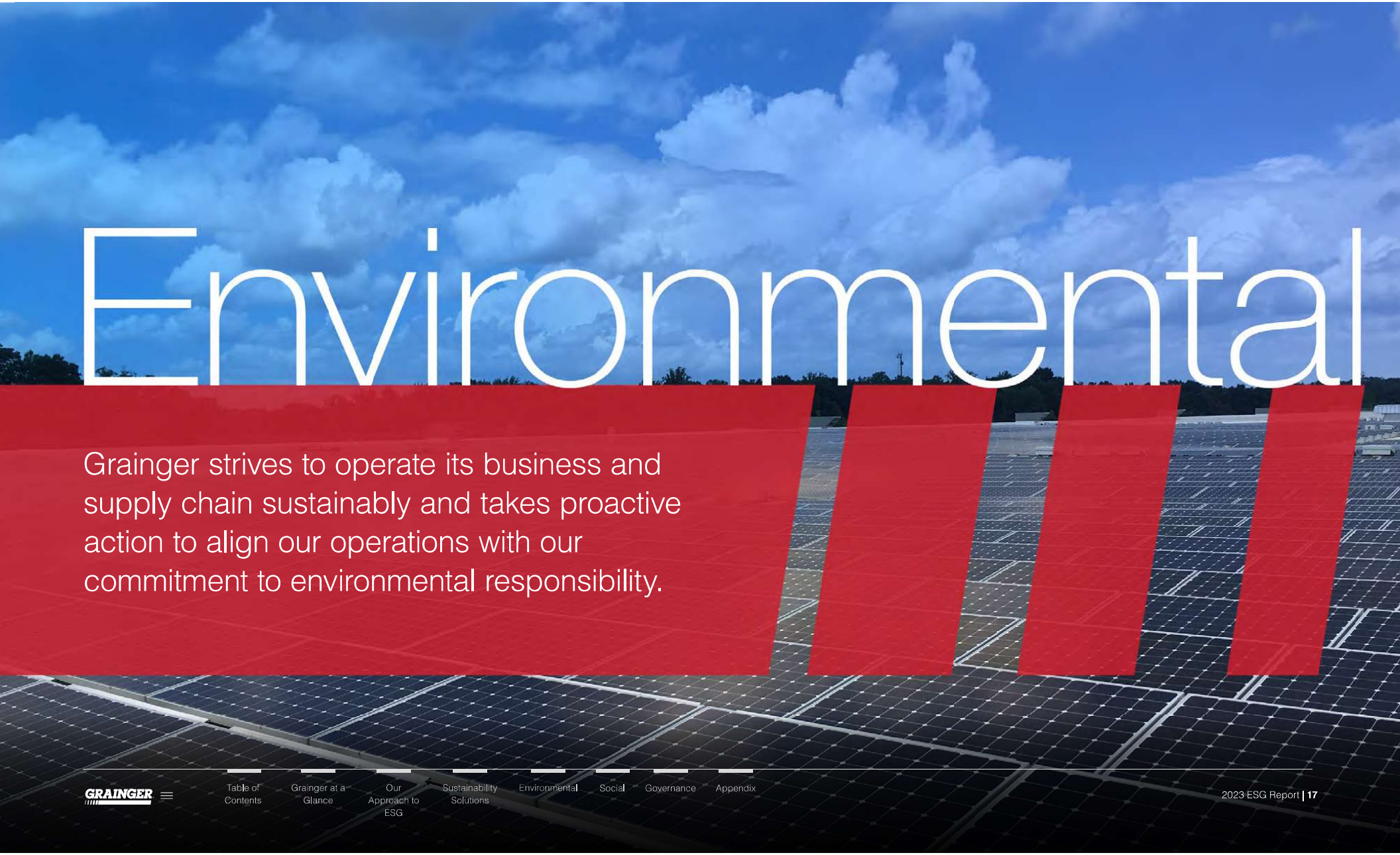


KEEPSTOCK®

Grainger's KeepStock® inventory-management solutions help customers optimize their MRO inventory through inventory analysis and SKU and cost reduction. This solution also helps reduce their environmental footprint by enabling customers to minimize excess inventory, number of orders and transportation needed while optimizing space usage.

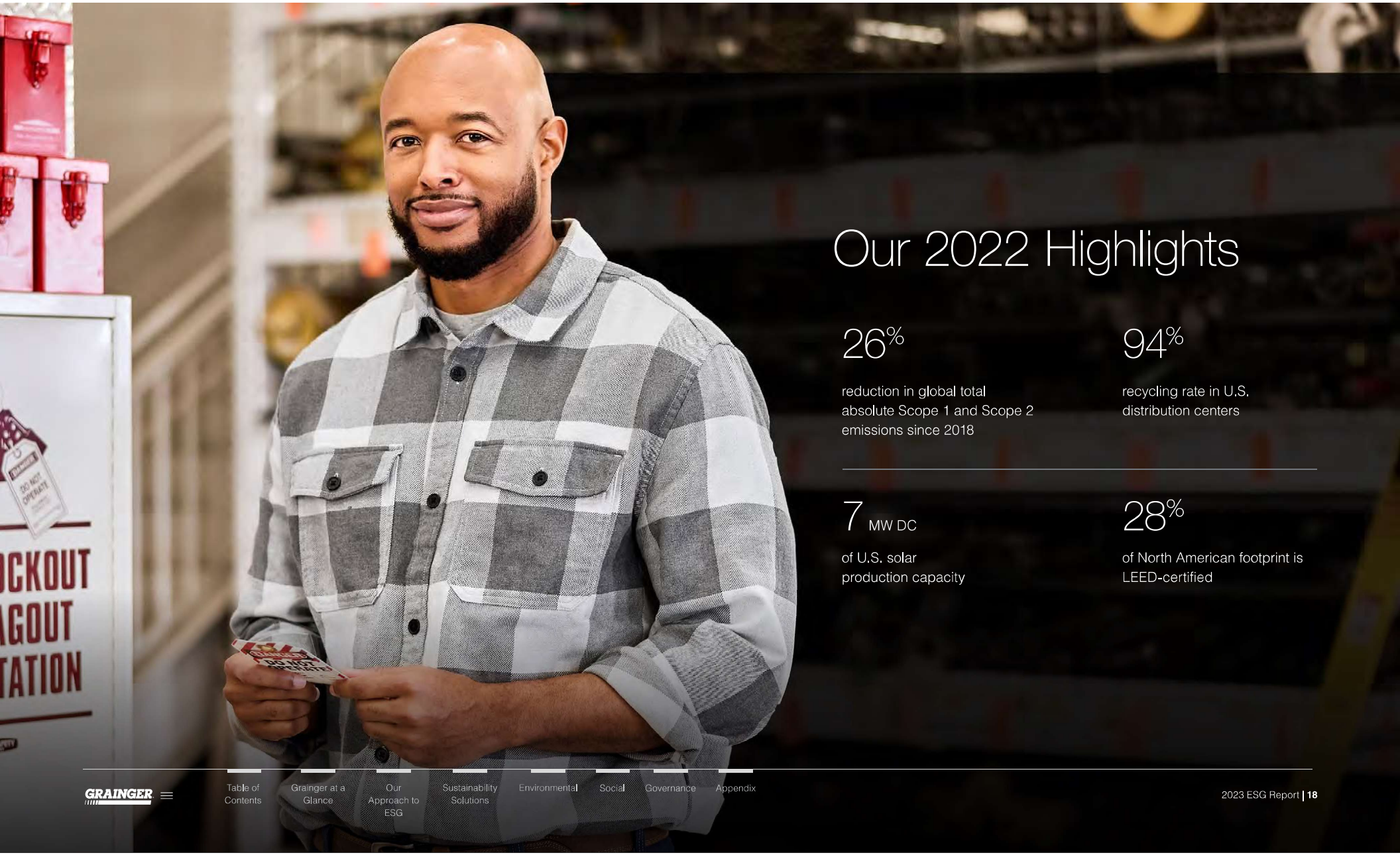
SPECIALISTS AND OTHER VALUE-ADDED SERVICES

Grainger's specialist teams focused on safety, metalworking, consulting and technical product support provide value-added services for our customers at no charge. Typical outcomes include a greater level of safety protection, extended tool and product life, increased efficiencies, reduced scrap rates and reduced operating expenses. As an example, Grainger's metalworking program includes tool reconditioning services that reduce consumption of new products by extending the life of a customer's current inventory.



Environmental

Grainger strives to operate its business and supply chain sustainably and takes proactive action to align our operations with our commitment to environmental responsibility.



Our 2022 Highlights

26%

reduction in global total absolute Scope 1 and Scope 2 emissions since 2018

94%

recycling rate in U.S. distribution centers

7 MW DC

of U.S. solar production capacity

28%

of North American footprint is LEED-certified

Environmental Management

OUR APPROACH

At Grainger, we aim to be responsible citizens of both our communities and our planet. As part of this commitment, we strive to operate our business and supply chain sustainably, while also supporting our customers in their sustainability efforts.

We recognize the urgency of climate change and are dedicated to reducing our carbon, water and waste footprint in our operations and throughout our value chain. We are focused on reducing our dependence on non-renewable energy, improving energy efficiency and embedding sustainability into every aspect of our operations.

Through our ESG governance structure, the Board Affairs and Nominating Committee (BANC) and the ELC, composed of our executive leadership team, receives regular updates on material environmental topics' progress and provides strategic direction to our ESG Working Groups. As a testament to Grainger's commitment, environmental performance is tied to our executive leadership compensation program.

We believe sustainability and strong business performance are connected. That's why we are committed to investing in projects like solar panels, building management systems and hydrogen fuel cell-powered material handling equipment in our DCs. These initiatives both contribute to a greener planet and generate measurable financial results.



—DEE MERRIWETHER, SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

At Grainger, environmental, health and safety (EHS) excellence are at the forefront of our priorities. Our Global EHS Policy demonstrates this commitment, and our EHS management team is responsible for driving strategic initiatives that sustain and build upon our EHS performance. This involves driving short-term and long-term objectives that include:

- Developing programs, procedures, training tools and action plans to meet annual goals and objectives
- Promoting employee accident prevention through awareness, recognition and incentives
- Implementing Company and regulatory requirements such as those relevant from U.S. Environmental Protection Agency (EPA) and Occupational Health and Safety Administration (OSHA)
- Recommending disciplinary action as appropriate for employee/management non-compliance
- Managing the resources to meet requirements
- Leading EHS committees and working groups in order to drive overall program implementation

Further details on our EHS program can be found in the **Health and Safety section** of this report.

Climate Change Disclosure and GHG Emissions

In line with Grainger's commitment to mitigate climate risks and reduce carbon emissions, we follow the guidelines of the Science Based Targets initiative (SBTi) and the Greenhouse Gas Protocol to align our actions for Scope 1 and 2 emissions with the goal of limiting global warming to below 2 degrees Celsius.

Since 2009, Grainger has annually disclosed to the CDP, providing details on business risks and opportunities related to climate change. Grainger is proud to have received an A- rating from the CDP in 2022, which places us in the leadership level and indicates climate stewardship best practice.

OUR INITIATIVES TO REDUCE DEPENDENCE ON NON-RENEWABLE ENERGY CONSUMPTION AND EMISSIONS INCLUDE:

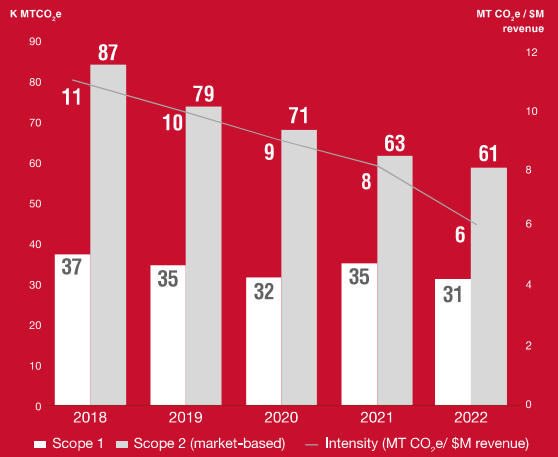
1. Increasing solar energy use at our facilities
2. Improving technology and efficiency in our building management systems
3. Implementing high-efficiency life cycle replacements
4. Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells

Our current climate target, set in 2020, is to reduce global absolute Scope 1 and Scope 2 emissions by 30% by 2030, using a 2018 baseline. This target follows the medium-term goals of the Paris Climate Agreement, and we have made steady progress toward achieving our target.

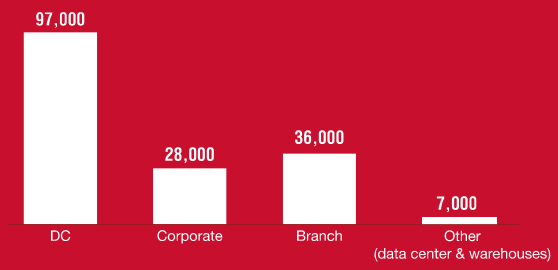
Since 2018, we have reduced global absolute Scope 1 and Scope 2 emissions by 26%, which achieves 87% of our global reduction target. In 2022, our total global Scope 1 and Scope 2 (market-based) GHG emissions totaled nearly 92,000 metric tons of CO_2e.

We recognize the importance of reducing Scope 3 emissions as part of our strategy to mitigate climate risks and our environmental impact, and the ESG Leadership Council regularly reviews our overall carbon emissions reduction strategy. Scope 3 considers all indirect emissions (not included in Scopes 1 and 2) that occur upstream and downstream from Grainger's operations. The majority of our Scope 3 impact resides in the product-use phase, or the energy required to operate the products Grainger sells. Our Scope 3 emissions disclosure can be found in our annual CDP Climate Change Assessment response. In 2022, we made progress in our Scope 3 strategy by further assessing our data quality and identifying suppliers that contribute to the majority of our Scope 3 emissions. In 2023, we plan to continue this progress by continually refining our calculation methodology, improving our data sources and engaging with our suppliers.

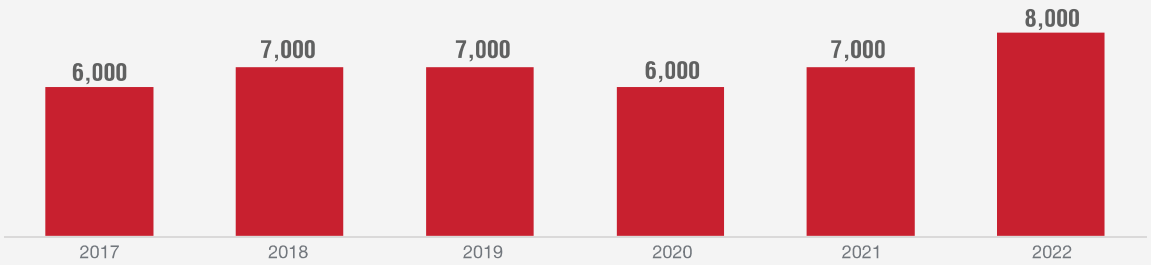
TOTAL GLOBAL SCOPE 1 AND 2 ABSOLUTE EMISSIONS IN THOUSANDS OF MT CO_2E AND EMISSIONS INTENSITY



TOTAL GLOBAL ELECTRIC POWER USAGE BY FACILITY TYPE (MWH)



SOLAR PRODUCTION (MWH)



Emissions Reduction Strategy

SOLAR

We currently have 7 megawatts direct current (MW DC)[12] of solar panel installations at our U.S. DCs. These solar installations have resulted in more than 8,000 megawatt hours of renewable energy produced in 2022.

We continue to expand our solar footprint across key facilities, which will help us achieve GHG reductions, provide additional clean energy independence and financial incentives and lower operational risks.

In 2023, we are adding a number of large-scale solar installations in addition to piloting smaller installations within our branch network.

HIGH-EFFICIENCY LIFE CYCLE REPLACEMENTS

At Grainger, a core part of our strategy is upgrading to more efficient equipment once it has reached the end of its useful life. We do this through LED retrofitting with occupancy sensors and HVAC upgrading with energy efficient equipment. We continue to see high energy reductions from this and have projects slated for 2023, including select distribution center LED retrofits.

12. All solar capacity values are reported in megawatts direct current (MW DC). The solar capacity for 2021 has been restated from 6.4 MW, which was previously reported, to 7 MW DC.



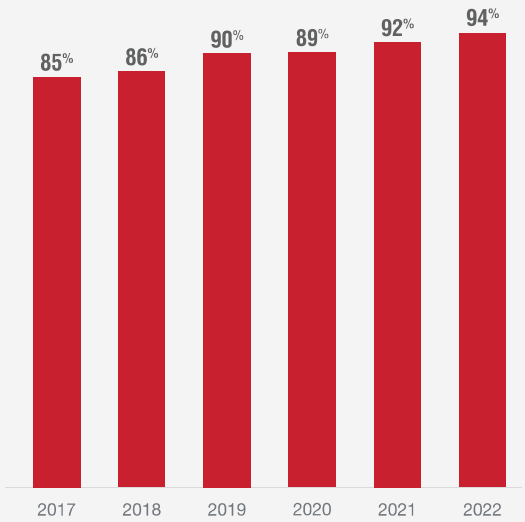
BUILDING MANAGEMENT SYSTEM

Building Management Systems (BMS) help us achieve our energy efficiency goals by allowing our facility managers to provide the proper working environment for team members and minimize Grainger's energy costs.

- Currently, more than 40% of our footprint in North America has either been built or retrofitted with BMS
- On average, Grainger has realized a 10–15% reduction in energy use and expenses at our facilities after installing and optimizing set points and schedules

In 2023, we will continue to expand our BMS footprint across all of our U.S. DCs and branches, getting us closer to having an enterprise-wide view of our buildings. Given that branches account for one-third of Grainger's energy consumption, the implementation of BMS in these locations is expected to further optimize energy usage while monitoring air quality and enabling predictive maintenance.

U.S. DC RECYCLING RATE 2017–2022



TOTAL GLOBAL WASTE AND RECYCLING

~24M lbs

of non-hazardous waste disposed

>72M lbs

of waste recycled

HYDROGEN

After our pilot in early 2022, we started construction to add the infrastructure needed to distribute hydrogen at three of our DCs, which will convert powered industrial equipment (PIE) from lead-acid batteries to hydrogen fuel cells.

These new hydrogen fuel cells will utilize green hydrogen produced through sustainable energy sources. Utilizing green hydrogen will reduce emissions from the operation of our PIE fleet at these facilities.

WASTE AND RECYCLING

To achieve our sustainability goals, we focus on implementing innovative solutions that help us reduce or eliminate waste and close material loops. We standardize recycling processes and share best practices across our network. Our DC leadership receives monthly progress reports on recycling, and local facility managers include recycling metrics in their annual performance goals. We also partner with a third party to track our waste and recycling data and to find opportunities to improve our diversion rates.

To help manage waste and recycling at our U.S. branches, we use waste container monitors, which helps us optimize our scheduled pickups, reduce the amount of vehicle mileage required by waste haulers and quickly detect and resolve contamination issues before they impact downstream processes.

HAZARDOUS WASTE

Grainger is a distributor of maintenance, repair and operation (MRO) products and does not generate hazardous waste as a function of a process or byproduct and only handles product in manufacturer's packaging. Grainger does generate incidental hazardous waste from product that is damaged, obsolete or returned when it is no longer usable for its intended purpose. Grainger's waste management policy ensures that management of regulated waste is conducted in accordance with all applicable laws and regulations. Additionally, we require regular hazardous material safety certification and training of all team members who might be expected to come into contact with our hazardous material products because of their job function.

ZERO WASTE

Grainger has been awarded three silver level TRUE Zero Waste Certifications at our Dallas-Fort Worth DC (DFDC), Illinois DC (ILDC) and Northeast DC (NEDC). Prerequisites for the TRUE certification include a recycling rate of at least 90% and a contamination rate of less than 10%. Grainger has additional DCs that have met this threshold, and we continue to evaluate further opportunities to reduce waste.



WATER

Because of our commitment to reducing water usage, we monitor and measure our water footprint and always look for opportunities to reduce usage, such as installing water-efficient fixtures at our largest facilities. Grainger's total global water consumption in 2022 was more than 504,000 cubic meters, which represented an approximate 4% decrease from a 2021 total of nearly 524,000 cubic meters.

CASE STUDY

WATER ANALYTICS PILOT AT CORPORATE HEADQUARTERS

Grainger is currently developing an internal water analytics system through the installation of advanced controllers and leak detection alarms. We plan to install additional water sensors throughout the building and are piloting the use of smart-battery technology. Once this system is fully installed, we will have the ability to monitor nearly all water usage down to individual systems and locations, allowing us to optimize our water consumption.

LEED

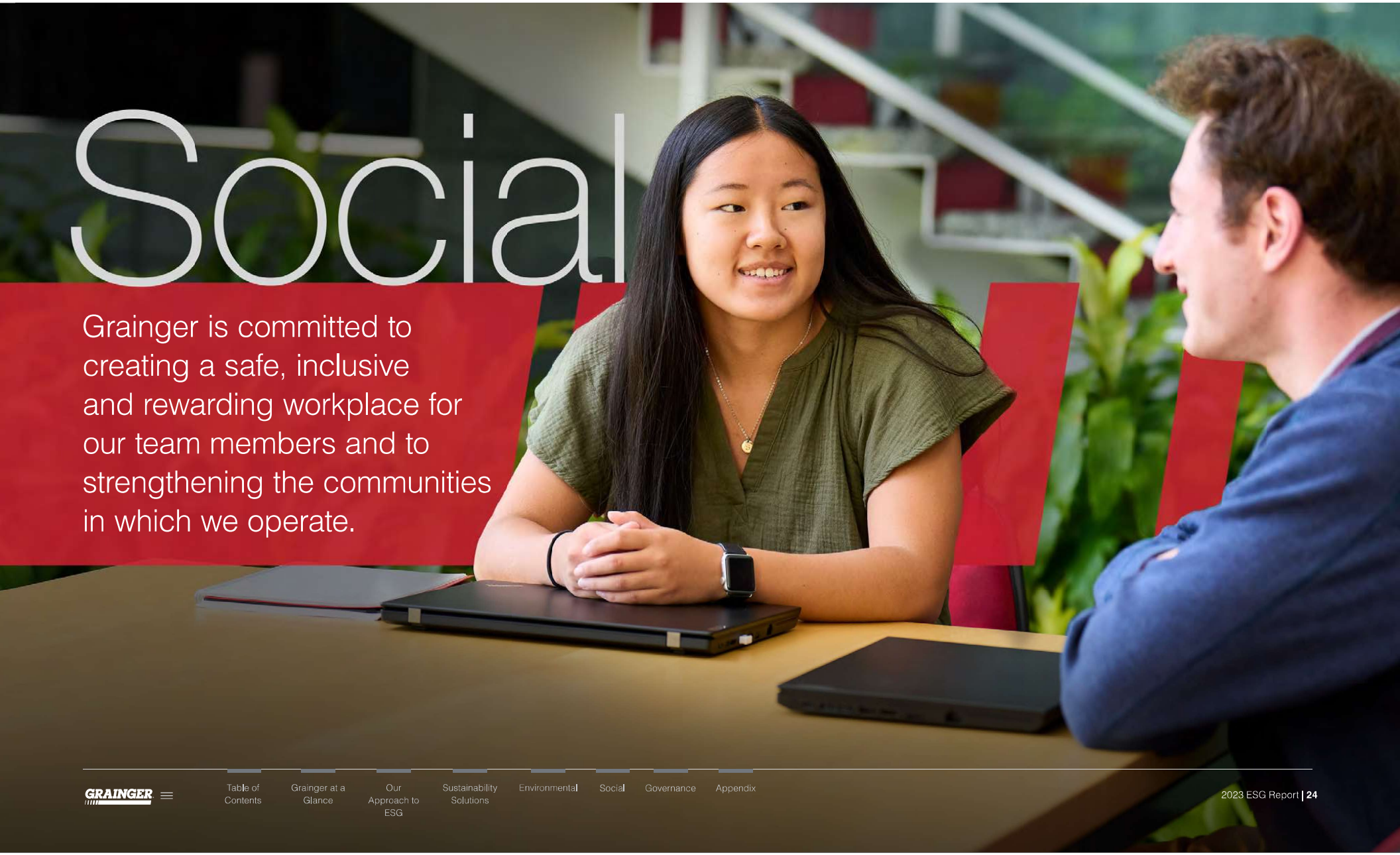
Grainger has been a member of the U.S. Green Building Council (USGBC) since 2007, and we are a leader among the MRO industry in operating Leadership in Energy and Environmental Design (LEED) certified facilities. Of Grainger's total North American facility footprint, nearly 28% of square footage is LEED certified. LEED certified buildings use 25% less energy with a 19% reduction in aggregate operational costs in comparison to non-certified buildings[13].

Grainger has led the MRO industry in building LEED-certified facilities with accomplishments including:

- First LEED certified building in the MRO industry
- First LEED certified DC in Monterrey, Mexico
- Largest LEED-CI Platinum project as of the completion date[14]
- World's first LEED V4 data center

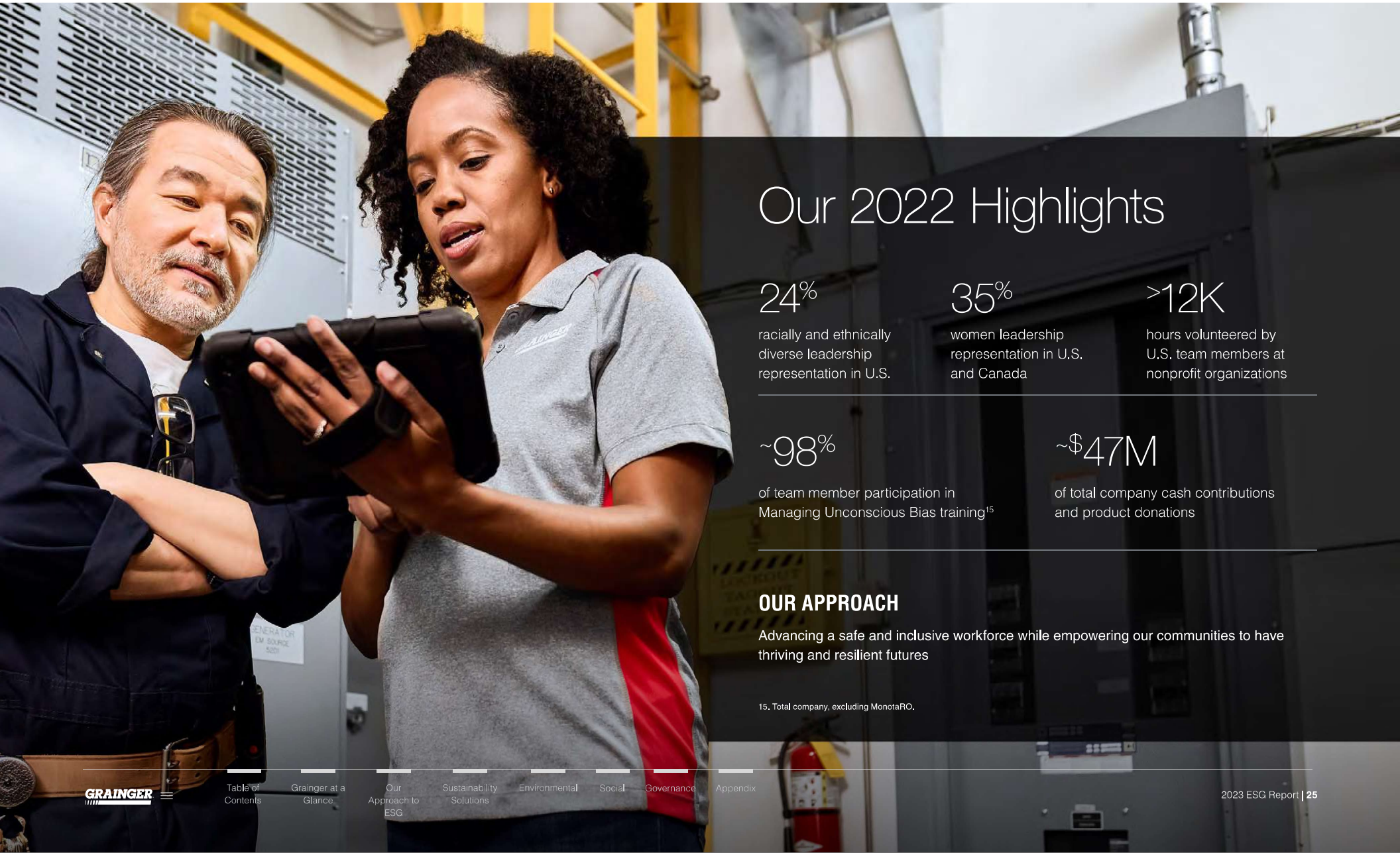
13. GSA, "Green building performance A Post occupancy evaluation of 22 GSA buildings," August 2011.

14. In 2015, we completed what was recognized as the largest LEED Platinum Project at that time.



Social

Grainger is committed to creating a safe, inclusive and rewarding workplace for our team members and to strengthening the communities in which we operate.



Our 2022 Highlights

24%
racially and ethnically diverse leadership representation in U.S.

35%
women leadership representation in U.S. and Canada

>12K
hours volunteered by U.S. team members at nonprofit organizations

~98%
of team member participation in Managing Unconscious Bias training[15]

~$47M
of total company cash contributions and product donations

OUR APPROACH

Advancing a safe and inclusive workforce while empowering our communities to have thriving and resilient futures

15. Total company, excluding MonotaRO.

Health and Safety

Grainger is committed to providing a safe work environment and ensuring team members are properly trained to perform a variety of tasks necessary to support our customers.

As a global leader in industrial distribution, Grainger drives Environmental, Health and Safety (EHS) excellence by promoting:

- Safe people and processes for our operations around the world;
- Safe environments through proper product handling, storage and waste minimization for all business areas; and
- Safe distribution through proper transportation of hazardous materials.

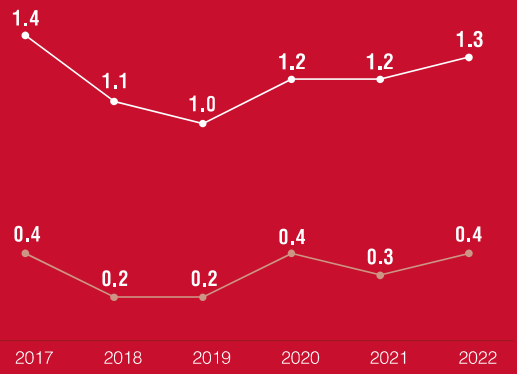
Our EHS program is integrated into all aspects of business operations to keep our team members safe and healthy, while keeping facilities operating safely and sustainably. The EHS team supports all functions, including the Branch and DC networks, and participates in the KeepStock® Inventory Management Steering Committee.

The EHS department is responsible for applying relevant federal, state and local regulations and for considering proposed regulations from the U.S. OSHA, U.S. EPA and the U.S. Department of Transportation. All operations team members complete training to ensure full understanding of the expectations outlined in our **Global EHS Policy**.

Our U.S.-based business safety performance includes all operational and non-operational full-time and part-time team members. Grainger experienced a total recordable incident rate of 1.3 for 2022 and a lost-time incident rate of 0.4, with zero work-related fatalities. Our total recordable incident rate and lost-time incident rate are favorable to the Wholesale Industry average of 2.4 and 1.0, respectively, as defined by the U.S. Bureau of Labor Statistics (BLS)[16]. In review of the total recordable cases, the data indicates an increased trend of treatment with physical therapy and prescription medications, which makes an injury case recordable by OSHA definition. A closer partnership with our workers' compensation provider on utilizing in-house early intervention practices will be a focus in 2023.



U.S. SAFETY PERFORMANCE FROM 2017–2022



- U.S. Total Recordable Incident Rate (TRIR)

TRIR: The total number of OSHA recordable illnesses and injuries per 100 team members in a year

- U.S. Lost Time Incident Rate (LTIR)

LTIR: The total number of lost time incidents per 100 team members in a year.

16. U. S. Bureau of Labor Statistics (2022, November 9). U.S. Bureau of Labor Statistics - Injuries, Illnesses, and Fatalities, for NAICS 42 (wholesale trade industry).



"DON'T WALK BY" INITIATIVE

Our Don't Walk By campaign speaks to the health and safety rules in place at Grainger that team members are trained on and follow. We continue to incorporate best practices to ensure team members know how to speak up if they see a concern.



SAFETY TRAINING PROGRAMS AND ENGAGEMENT

Grainger requires that team members are regularly certified on topics relevant to their role and responsibilities, such as hazard communication, hazardous materials safety and shipping, hazardous materials compliance policy, refrigerant compliance, back and knife safety and powered industrial-equipment operation.

We created a behavior-based safety program to build a self-sustaining culture of safety using safety observations performed by supervisors that enable in-the-moment coaching and positive feedback. Program implementation began in 2011 with our U.S. DC network, and by 2017, it was expanded to include the U.S. branch network, as well. It was further expanded to include Canada and Mexico in 2022. The number of safety observations conducted in the U.S. and Canada totaled nearly 44,000 during 2022.

As part of the 2022 annual training plan, we improved the tracking and classification of injuries and events, developed new protocol definitions, enabled better feedback through an Injury Review Forum and provided further opportunities for communication through devices and our online platform, all of which led to increased accountability. The Grainger team launched a campaign on safe manual handling of loads, which included behavior-based safety (BBS) audits, safety talks from team members' direct leaders, reinforced accident investigation and safety walkthroughs. Finally, the EHS team supports all team members through an internal website that provides answers to frequently asked questions and enables contact with the EHS team.

SAFETY PARTNERSHIPS

Grainger leverages external partnerships to support our EHS professionals, including:

- Grainger is a proud member of the Campbell Institute of the National Safety Council, the mission of which is to use research, education and advocacy to eliminate preventable deaths at work, in homes and on the road.
- Grainger Canada participates in the Certificate of Recognition (COR), an audit standard for health and safety systems, as part of our EHS commitment to our resource extraction customers in Alberta, Canada. We undertake the COR audit for full certification every three years, with maintenance audits conducted annually.
- Grainger's Field Safety Consultants work with third-party organizations to identify hazards and apply the hierarchy of hazard control to find solutions for customers.

GRAINGER MEXICO'S "PROTECT YOUR BACK" CAMPAIGN

Back and muscle pain due to improper manual handling of loads represents a leading cause of team member injury. To address this challenge, the following activities are being implemented in Mexico:

1

"Protect your back" ergonomic trainings and campaign for all operative team members in accordance with local standard NOM-036-1-STPS-2018, which is also emphasized during new hire orientation

2

Ergonomic job instructions and visual aids on-site

3

Ergonomic tables implementation where required, as identified through kaizen and risk-analysis methodologies



GRAINGER MEXICO SAFETY APPROACH

In Mexico, Grainger raises awareness about health and safety by encouraging team members to follow the four safety pillars:

1. Return home as I arrived at work
2. Be responsible for my own safety
3. Be responsible for others' safety
4. I have the power to "stop the line"

In part due to our focus on these safety pillars, the total recordable incident rate for Grainger's Mexico facilities has remained below our internally established goal of a 2.9 TRIR during the past few years. Our EHS specialists designed a detailed plan to ensure team members continue to be prepared to carry out their daily tasks in a safe workplace in the coming years.

Nurses are available on-site at our two Mexico DCs to provide immediate medical attention if necessary, offer follow-up care and preventative health campaigns, as well as connect team members with local health institutions. Additionally, we participate in regular inspections from local authorities to verify Grainger remains in compliance with applicable federal, state and local regulations.

Diversity, Equity and Inclusion

Over our 96 years, Grainger has earned a reputation as a respected employer and a trusted partner. We create a welcoming culture where team members can share their experiences with others, have opportunities to grow and feel a sense of belonging.

OUR COMMITMENT

At Grainger, we believe our differences make us extraordinary. Diversity, equity and inclusion (DEI) are woven into our principles, so team members feel comfortable being their best selves and sharing who they are. We believe that the collective sum of our individual differences makes our business stronger, our teams more innovative and Grainger a great place to work.

We respect and welcome all individuals — regardless of sex, gender identity and expression, sexual orientation, nation of origin, race, color, age, disability, veteran status, and religion.

Our commitment to DEI starts at the top. Through our ESG governance structure, our Board Affairs and Nominating Committee (BANC) receives regular updates on DEI initiatives. The ESG Leadership Council reviews diversity representation data regularly to establish functional focus areas with the mission of equity and advancing gender and racial and ethnic diversity at all levels of the business. Senior leaders have embedded DEI priorities into their business goals and are accountable for advancing diverse leadership representation.

Each day, Grainger delivers an exceptional experience for our customers, and we work just as hard to ensure our team members have a welcoming workplace where everyone can be who they are and have a thriving career. We know our investments in everything from comprehensive benefits to inclusive behavior education makes Grainger a great place to work.



— KATHLEEN CARROLL, SENIOR VICE PRESIDEN AND CHIEF HUMAN RESOURCES OFFICER



DIVERSITY DATA AND REPORTING

DATA TRANSPARENCY

In 2022, our DEI data transparency journey focused on streamlining access to our data through dashboards. These tools enable senior leaders to more easily utilize demographic data as they engage in functional talent planning and DEI goal setting.

In addition to enhancing our data access and reporting capabilities, we prioritized strengthening the underlying dataset by deploying customized and targeted self-identification campaigns for team members inviting self-identification on multiple dimensions of diversity. We also recently expanded our self-identification categories to include gender and LGBTQ+ identity and invited team members to identify on these dimensions.

As part of the company's continued commitment to transparency, our consolidated U.S. Federal Employment Information Report (EEO-1) is available on GraingerESG.com. It reflects the company's U.S. workforce as of December 31 of the most recent year's data available.

TOTAL GRAINGER TEAM MEMBERS

>26,000
Total Team Members

~23,000 Full-Time
~3,000 Part-Time

GENDER (U.S. AND CANADA) — ALL TEAM MEMBERS

	2020	2021	2022
% Women	38%	39%	40%
% Men	62%	61%	60%

GENDER (U.S. AND CANADA) — PEOPLE LEADERS

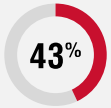
	2020	2021	2022
% Women	34%	34%	35%
% Men	66%	66%	65%

RACIALLY AND ETHNICALLY DIVERSE — (U.S.) — ALL TEAM MEMBERS[18]

	2020	2021	2022
% White	62%	61%	59%
% Racially and Ethnically Diverse	34%	35%	37%
% Non-disclosed	4%	4%	4%

RACIALLY AND ETHNICALLY DIVERSE — (U.S.) — PEOPLE LEADERS[18]

	2020	2021	2022
% White	76%	73%	73%
% Racially and Ethnically Diverse	22%	24%	24%
% Non-disclosed	2%	3%	3%



women in executive leadership
(CEO's U.S. leadership team)



women directors serving on our board[17]



racially and ethnically diverse executive leadership
(CEO's U.S. leadership team)



racially and ethnically diverse directors serving on our board[17]

17. This information is as disclosed in the 2023 Proxy Statement. All other data included on page as of December 31 of specified year.

18. Diversity data reflected in charts includes % non-disclosed as part of reporting. Previously, reported figures did not include non-disclosing team members as part of the denominator.

ADVANCING DIVERSITY AND EQUITY

Grainger Chairman and CEO D.G. Macpherson was one of the first signatories of the Chicago Network Equity Principles, a campaign focused on committing to working toward achieving gender equity in leadership roles throughout the company by 2030. We have made progress in increasing women representation year-to-year across all levels within our organization. Our focus has expanded to encompass racial and ethnic equity and advancement as well, as evidenced in our diverse leadership representation metric for executive compensation, which includes gender and racial diversity in leadership positions. As an enterprise, we have evolved and advanced in how we interpret progress on DEI and are focused on influencing the drivers of representation that impact equity, such as helping to ensure equal opportunity to be hired and promoted and creating an environment that retains women and racially and ethnically diverse team members.

GENDER DIVERSITY

Grainger demonstrates strength across drivers of gender diversity and has been successful in building the pipeline of women through both strong external hiring practices and promotion rates, especially into leadership positions. Furthermore, our data shows no statistically significant differences in retention rates based on gender.

RACIAL AND ETHNIC DIVERSITY

Strong recruiting and external hiring are outpacing turnover, resulting in increased representation in racial and ethnic diversity since 2020. This increase holds true at both the individual contributor and people leaders levels.

Grainger remains focused on finding opportunities to expand our pipeline for women and people of color, and we continue to invest in the development of our talent through strategic partnerships with organizations committed to growth and professional development.

PAY EQUITY

Grainger is refreshing the job classifications and groupings that underpin our U.S. pay equity analysis. With the support of a third party and with updates to our job architecture, we are continuing to strengthen the analytical model as part of our ongoing pay equity analysis of U.S. team member compensation. In addition to this voluntary, U.S.-based pay equity analysis, Grainger also complies with relevant country- and state-level mandatory analyses and disclosures. We remain committed to providing fair and equitable pay as we continue to evolve and enhance our analysis.



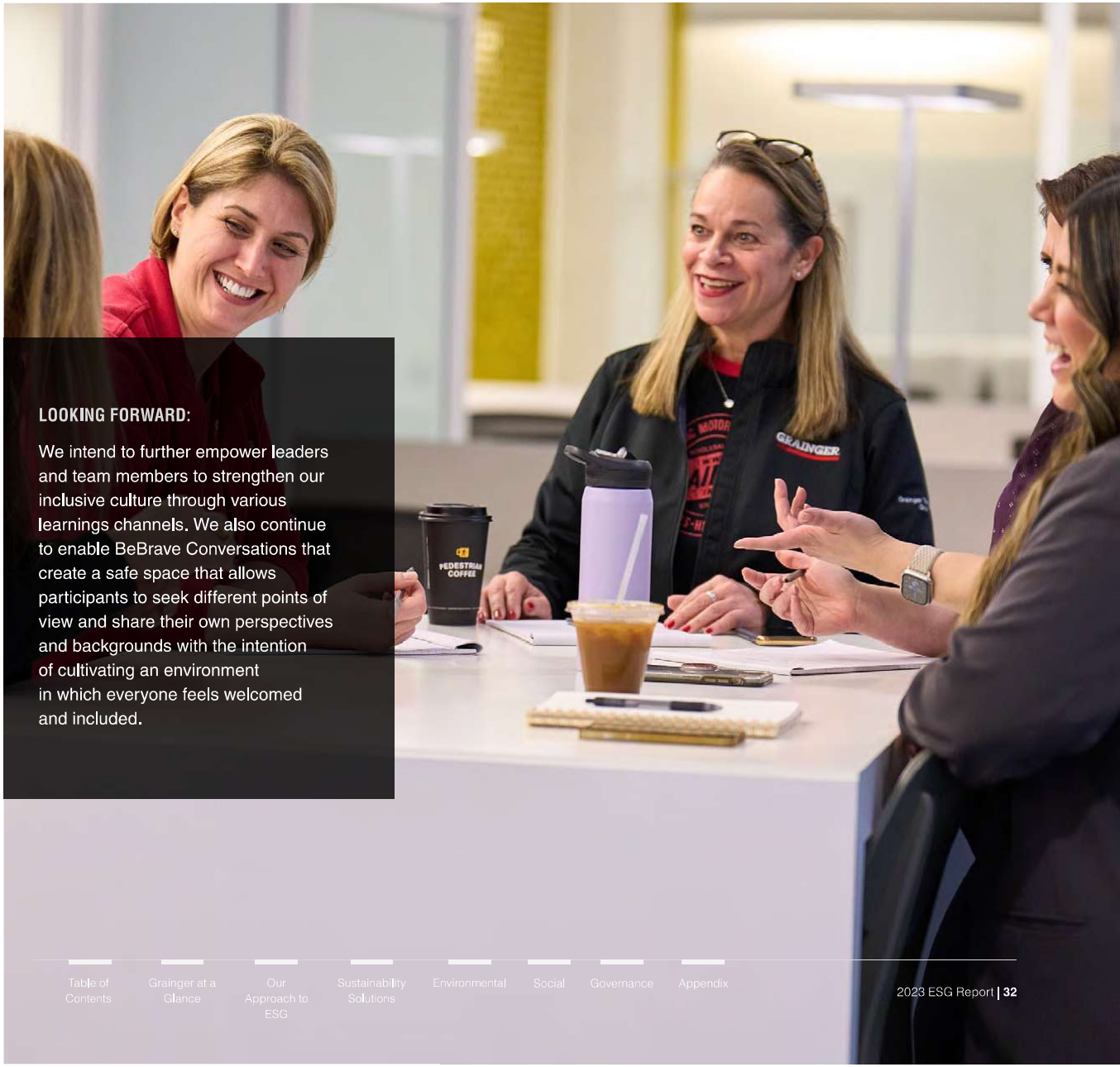
DIVERSITY, EQUITY AND INCLUSION LEARNING PROGRAMS

MANAGING UNCONSCIOUS BIAS

In 2022, Grainger leaders and team members participated in a DEI learning course called “Managing Unconscious Bias”. This course was modeled after the program our senior leaders took in 2021 and was designed to help learners:

- Learn more about what unconscious bias is and why most people experience it;
- Explore how workplace bias may emerge in our day-to-day work; and
- Identify specific and effective behaviors for managing it in the workplace.

By December 31, 2022, nearly 98% of team members overall completed the course[19]. Based on pre- and post-training survey results, Grainger team members taking the course reported an increase in understanding and awareness of unconscious bias, and confidence in mitigating bias. Following the course, leaders were asked to hold team discussion to reinforce the learnings.



LOOKING FORWARD:

We intend to further empower leaders and team members to strengthen our inclusive culture through various learnings channels. We also continue to enable BeBrave Conversations that create a safe space that allows participants to seek different points of view and share their own perspectives and backgrounds with the intention of cultivating an environment in which everyone feels welcomed and included.

19. Total company, excluding MonotaRO

BUSINESS RESOURCE GROUPS

Grainger Business Resource Groups (BRGs) play a significant role in shaping our culture. The results of a recent BRG satisfaction survey indicate that nearly 85% of BRG members would highly recommend their BRG to others.

Our BRGs, which are sponsored by senior leader executives, are considered an extension of our diversity, equity and inclusion team. They serve and empower team members from underrepresented or marginalized groups and are supported by their allies.

GRAINGER'S EIGHT BRGS ARE:

- Asian & Pacific Islander at Grainger
- Latino at Grainger
- Black Enterprise Network at Grainger
- Pride at Grainger
- Disability at Grainger
- Veterans & Military Supporters at Grainger
- Generational at Grainger
- Women at Grainger

In 2022, the DEI team and BRG leadership solicited feedback from team members and evaluated the purpose and missions of our BRGs. This work resulted in a refreshed BRG strategy centered around the following pillars:

BUILD CONNECTION

Our BRGs build connection and a sense of belonging among team members through shared identities and lived experiences.

DEVELOP OUR TEAM

Our BRGs help retain and advance our talent through networking, mentorship and development opportunities.

EDUCATE OUR TEAM

Our BRGs celebrate diversity and equip our team to embrace curiosity through education and advocacy.

STRENGTHEN OUR COMMUNITIES

Our BRGs make an impact beyond the walls of Grainger through volunteerism, charitable giving and strategic alliance relationships.

We continue to invest in our BRG leaders. BRG leaders and the DEI team meet monthly for collaboration and partnership. BRG leaders receive diversity workforce metrics and engagement survey results to support their goals and annual planning. We employ a robust succession planning process to ensure that we have top talent leaders driving the work of our BRGs. Finally, we are proud to have created new visual identities for each BRG. The new identities start with the Grainger box at the core, while the borders utilize unique colors and patterns selected by each BRG to best reflect and communicate their community and culture.



Talent Recruitment

Grainger places a strong emphasis on finding and attracting the best candidates. We continue to enhance the inclusivity of the candidate experience for all individuals pursuing a career at Grainger.

JOB POSTINGS

Recent changes to our application process include accommodations for applicants with disabilities and a preferred first name field for applicants whose chosen name differs from their legal name. We also implemented a technology tool to remove non-inclusive language from our job postings. Since implementing the tool, we have experienced an 18% increase in the number of applicants identifying as women and a 22% increase in applicants identifying as racially or ethnically diverse for our U.S. operations.

SELECTION PROCESS

The Grainger talent team has adjusted the selection process to achieve greater diversity among considered candidates, when possible. Recruiters present diverse candidate slates to hiring leaders to provide a broad pool of talent to choose from. Recruiters also ensure that hiring panels are diverse, that the standard interview guide is consistently utilized and that all interviewers join live debrief discussions to have healthy dialogue about applicants interviewed.

CANDIDATES

We continue to invest in and build relationships with organizations that enable us to expand our diverse talent pool.

- Grainger engages with Ascend, DisabilityIN, Out & Equal, National Sales Network, National Black MBA Association, HACE, The Mom Project, Recruit Military and Hire Heroes USA
- We have also engaged with Historically Black Colleges and Universities and Hispanic-Serving Institutions across the U.S. to foster relationships and attract talent for our early-career internships and rotational positions
- Through these and other partnerships, we participate in national events, support local chapters, serve on committees and help student associations

Team Member Learning

In today's ever-changing and competitive market, the importance of developing talent is more crucial than ever. To meet the unique needs of our global population, we offer a broad range of role-specific, professional development and career and leadership learning designed to build and enhance skills.

At Grainger, we segment our learning into three enterprise portfolios that allow us to target learning by audience and need.

PROFESSIONAL DEVELOPMENT PORTFOLIO

This portfolio consists of learning solutions for all team members and leaders.

- **Virtual New Hire Orientation:** This program is a multi-module learning journey that takes place during a new team member's first week. New team members make connections with orientation colleagues, learn to navigate internal systems, build awareness of Grainger's business and learn about Grainger's culture and how to support it.
- **Elevate Badging Program:** This program provides a structured and self-paced learning path for team members who want to grow their careers at Grainger.
- **Educational Assistance:** Grainger is proud to support U.S. full- and part-time team members looking to further their education by offering to provide team members up to $5,250 per year toward a qualifying degree of their choice. For any programs that are above $5,250, Grainger splits the cost with the team member 50/50.

CAREER DEVELOPMENT PORTFOLIO

This portfolio focuses on Development Planning and career-based programs.

- **Development Planning:** This three-step process supports team members and leaders in planning professional development. Grainger offers tools, resources and online courses to support the planning process.
- **Summer Intern Program:** In 2022, Grainger organized a 10-week hybrid intern program that offered interns an opportunity to work on a key, function-aligned project, engage in executive learning sessions, take part in professional development opportunities and attend various networking events.
- **Early-in-Career Programs:** Grainger offers functional development programs spanning a variety of business areas such as technology, finance and supply chain to support entry-level professionals in their career journeys. The programs provide hands-on learning, mentorship and networking opportunities, as well as a peer cohort community to accelerate development.



LEADERSHIP DEVELOPMENT PORTFOLIO

The leadership development portfolio focuses on building and reinforcing people leadership skills for high-potential team members, frontline leaders and experienced leaders.

ASPIRING LEADER PROGRAM

This program is designed to prepare high-potential individual contributors for future leadership roles. In 2022, 22% of those individuals were promoted to a leader or supervisor role.

LEADERSHIP ESSENTIALS

Leadership Essentials is an eight-week leader onboarding program focusing on creating a great team-member experience by giving new leaders the knowledge and tools to coach, develop, provide feedback and create an inclusive environment that allows team members to thrive.

END-TO-END PROGRAM

Our End-to-End program provides select director-level team members and above with a comprehensive view of our business, increases business acumen and drives deeper understanding of functional interdependencies to expand leaders' perspective. This seven-month investment includes a combination of in-person and peer learning, coupled with immersion activities in a variety of Grainger functions.

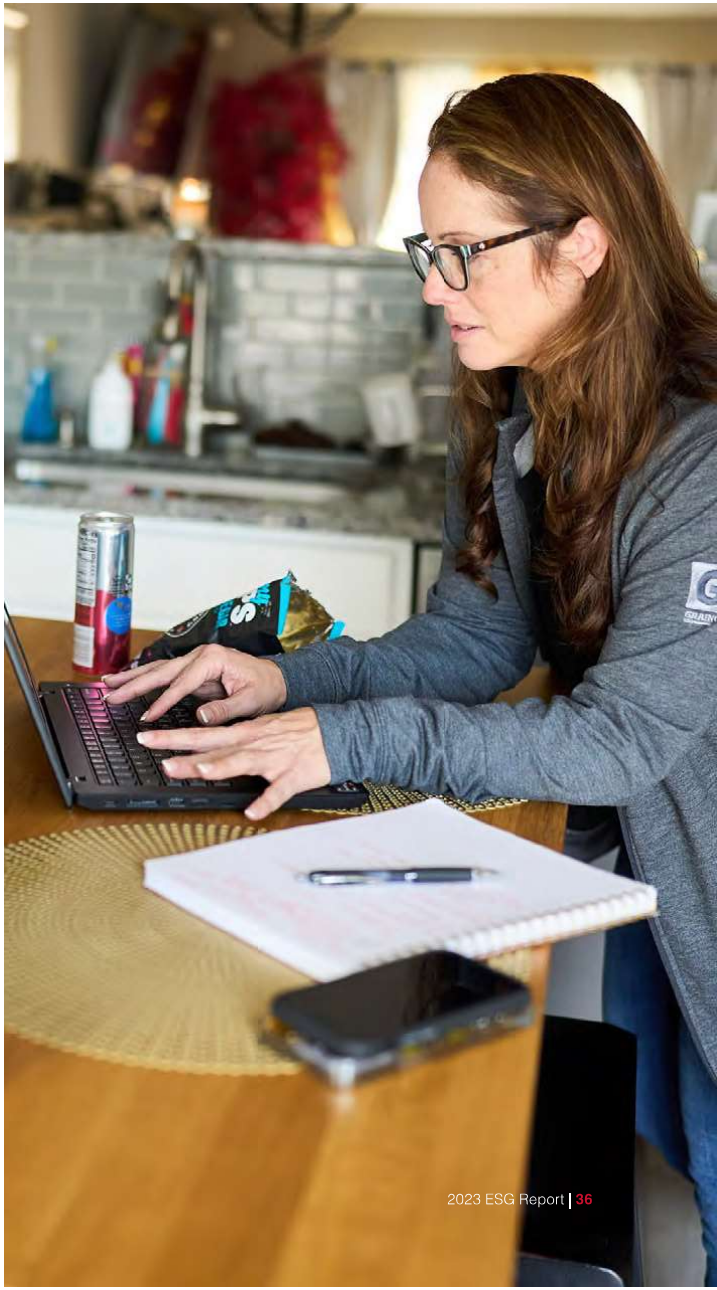
GRAINGER TEAM MEMBERS COMPLETED:

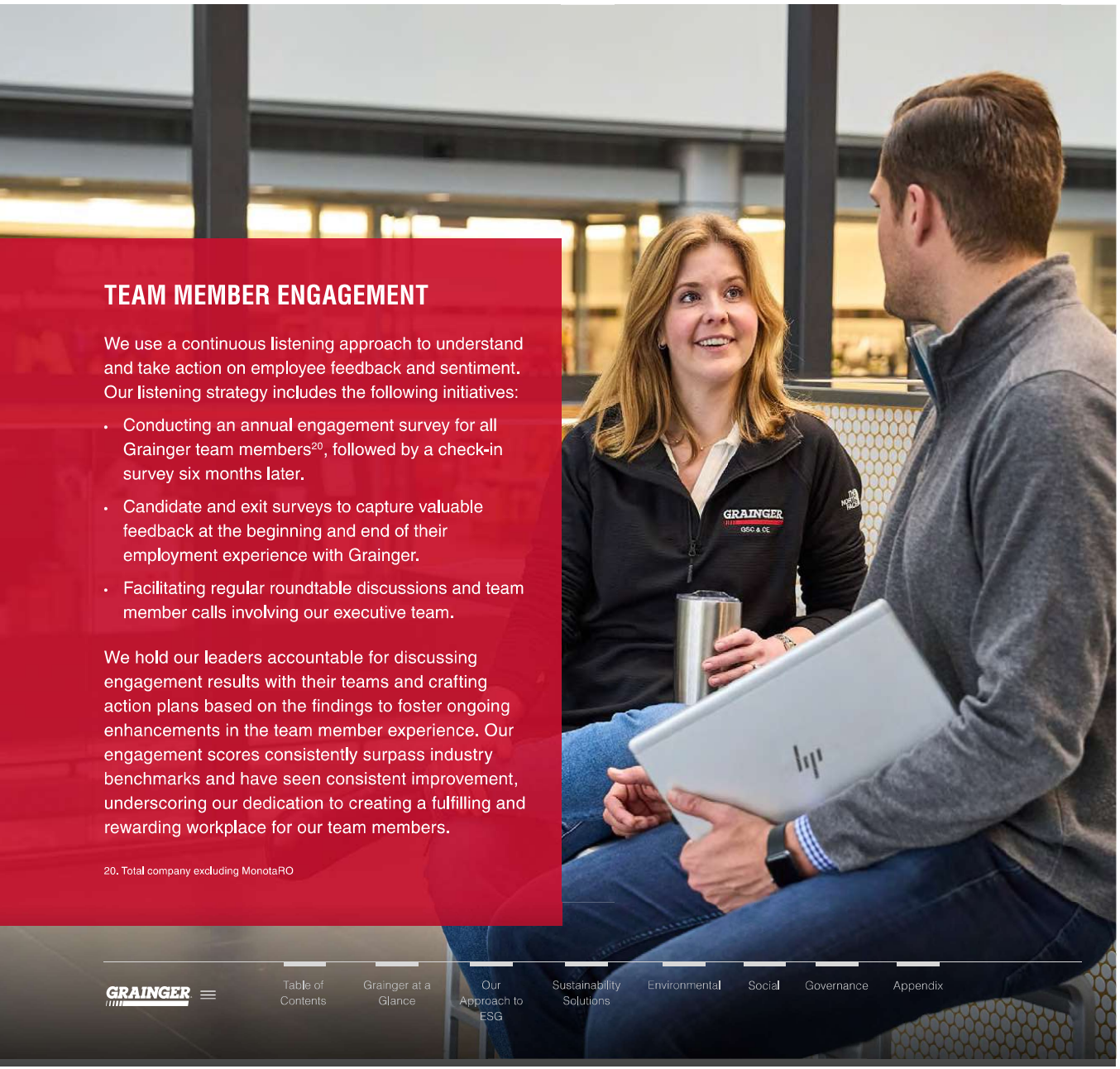
~360,000

total training hours

>12

total training hours per team member





TEAM MEMBER ENGAGEMENT

We use a continuous listening approach to understand and take action on employee feedback and sentiment. Our listening strategy includes the following initiatives:

- Conducting an annual engagement survey for all Grainger team members[20], followed by a check-in survey six months later.
- Candidate and exit surveys to capture valuable feedback at the beginning and end of their employment experience with Grainger.
- Facilitating regular roundtable discussions and team member calls involving our executive team.

We hold our leaders accountable for discussing engagement results with their teams and crafting action plans based on the findings to foster ongoing enhancements in the team member experience. Our engagement scores consistently surpass industry benchmarks and have seen consistent improvement, underscoring our dedication to creating a fulfilling and rewarding workplace for our team members.

20. Total company excluding MonotaRO

TALENT MANAGEMENT

We continue to focus on helping team members grow their careers and be successful at Grainger. We support team members' growth through differentiated learning and development options, including gaining experience through cross-functional movement. We know that leaders who demonstrate our principles and gain key experiences across different areas of the business can drive results, build high-performing teams and understand the business end-to-end. Through enterprise talent committees made up of senior leaders, we get to know our highest potential emerging talent and identify ways to accelerate their development. Through these committees, we continue to see the growth of our future leaders.

PERFORMANCE AND DEVELOPMENT

In addition to ongoing informal conversations, there are three formal performance and development conversations team members and leaders have at the start of each year, in the middle of the year and at year-end. Open, honest dialogue about performance, development and career growth supports our principles, keeps lines of communication open, builds trust and helps fulfill our purpose.

Team members and leaders are equipped with several resources to enable effective discussion on setting clear goals, delivering impactful feedback and supporting individual career development. To further enhance the conversations, a guide was developed to provide leaders with additional and consistent language to assess team member performance and have focused input for goal and development planning.

TOTAL REWARDS

Grainger delivers a comprehensive **Total Rewards** program that offers flexibility, choice and the opportunity for team members to actively participate in benefits that are most important to them and their families[21].

- Team members have access to health plan resources, including disease management, tobacco cessation, parental support, stress management and weight loss programs with online support communities, 24-hour virtual health services and many other features to receive timely health-related advice.
- We launched a pilot maternity support program to allow 24/7 support from a care advocate through pregnancy and the newborn phase.
- In 2022, we announced the expansion of participation in the company's annual incentive plan program and a one-time special financial recognition bonus to acknowledge the contributions of our team members and in recognition of the work they do every day to support our customers and keep the world working.
- All team members receive a 6% company 401(k) contribution regardless of whether they contribute personally. In 2022, we expanded the funds in the 401(k) program to provide sufficient options to cover the most important and prevalent asset classes.

Each team member receives paid holidays and time off, educational assistance and income protection benefits, as well as a variety of other benefits. We regularly seek team member feedback and conduct external compensation and benefits-related benchmarking to remain competitive in each of the markets where we operate.

21. Benefits discussed in this report are U.S.-focused.



Community Investment

Grainger is committed to creating a positive impact in our communities. In 2022, Grainger contributed nearly $47 million in cash and product donations to nonprofit organizations.

Grainger is committed to positively impacting the communities where our team members and customers live and work by collaborating with community partners that build resiliency and strengthen our local communities through a combination of grants, in-kind donations, team-member volunteerism, nonprofit board placements and our 3:1 Grainger Matching Charitable Gifts Program.

OUR APPROACH

In 2022, we began implementation of our new strategy, supporting partners and programs aligned to our new community pillars.

COMMUNITY STRATEGY



Support Disaster Resilience and Relief



Advance the Emerging Workforce



Empower Our Communities

SUPPORT DISASTER RESILIENCE AND RELIEF

Grainger's partnerships, products and people enable us to provide vital resources to prepare and respond when crises strike.

In 2022, we served as an American Red Cross Regional Disaster Responder. Our support enabled the Greater Chicago Chapter to help people affected by natural disasters and other human-caused tragedies. Since the beginning of our relationship in 2001, Grainger has donated more than $21 million in cash and product to the American Red Cross. Grainger team members volunteered to support disaster response, smoke detector installation, blood drives, comfort kit builds and virtual opportunities such as Missing Maps. Additionally, Grainger Canada has partnered with the Canadian Red Cross in similar ways since 2009.

In response to severe hurricanes making landfall in the U.S. and Puerto Rico in 2022, Grainger made emergency grants to the American Red Cross and Direct Relief in support of Hurricanes Fiona and Ian. The donations supported both immediate clean-up needs and long-term recovery and rebuilding efforts in Florida and Puerto Rico. Grainger also provided financial donations to the American Red Cross following gun violence incidents and to UNICEF USA in support of UNICEF's response to the war in Ukraine.

ADVANCE THE EMERGING WORKFORCE

As the next generation enters the workforce, it is important they have the skills needed to succeed in today's world. Grainger's support helps to equip individuals to become life-long learners with the guidance, funding and tools necessary to enable success and be connected to work across technology and skilled trades. The company conducted research and engaged with several nonprofits with the goal of identifying potential partnerships that support this strategic pillar.

EMPOWER OUR COMMUNITIES

Grainger strives to empower local communities where team members live and work, driving social and economic benefits through programs that foster long-term resiliency, growth and upward mobility.

Sharing a commitment to promoting education equity, Grainger collaborated with North Chicago Community Partners to offer in-person volunteer opportunities for team members at our Lake Forest and Chicago locations. At the volunteer events, Grainger team members assembled STEM-focused educational kits to support students in the North Chicago School District, which included books, engaging learning activities and gardening supplies, all designed to encourage students' appreciation and stewardship of the planet. In addition, volunteers spent time reading with students and distributing the kits for at-home use.

CASE STUDY

DISASTER RELIEF BUCKET BUILD

In September 2022, Grainger hosted a service day introducing the new signature volunteer event to build disaster relief buckets at its Lake Forest headquarters in recognition of National Preparedness Month and Grainger's 95th anniversary.

Nearly 350 team members filled and donated 4,000 emergency-use clean up kits to the Red Cross for distribution to communities affected by natural disasters. The Red Cross joined us to kick off the inaugural event and receive the first truckload of completed kits. These disaster recovery kits aided in cleanup and recovery efforts. The buckets contained bleach, household cleaner, work gloves, rubber gloves, scrubbing pads and much more from our inventory including Grainger's Tough Guy® brand trash bags and mop heads.





VOLUNTEERISM

Our team members are passionate in their support of local communities. In 2022, U.S. team members volunteered more than 12,000 hours.

Volunteerism helps support communities and drives team member engagement by providing unique opportunities for professional development and team building while positively impacting our communities. Grainger provided many opportunities for team members to volunteer, including but not limited to, events through our Red Cross relationship, events during National Volunteer Month and events offered by our Business Resource Groups.

MATCHING GIFTS PROGRAM

The Grainger Matching Charitable Gifts Program aims to amplify our U.S. team members' personal community support via a 3:1 match. In 2022, Grainger granted more than $2 million in matching gift contributions to more than 1,000 nonprofit organizations. The company matches up to $2,500 of team-member–eligible contributions to qualifying organizations annually. The match program has been offered to U.S. team members since 1981.

COMMUNITY IMPACT THROUGH BUSINESS RESOURCE GROUPS

COMMUNITY FUND

Since the community fund's inception in 2014, each of Grainger's eight BRGs receives $10,000 annually to donate to nonprofit organizations of their choosing, enabling BRGs to take action to strengthen our community. In 2022, BRGs contributed to organizations such as Apex for Youth, Gigi's Playhouse, Girls on the Run, Hispanic Business Foundation, KLEO, MyGoodDeed, San Antonio PRIDE Center, The Nature Conservancy, Wreaths Across America, YWCA Metropolitan Chicago and Zacharias Sexual Abuse Center.

COMMUNITY CHALLENGE

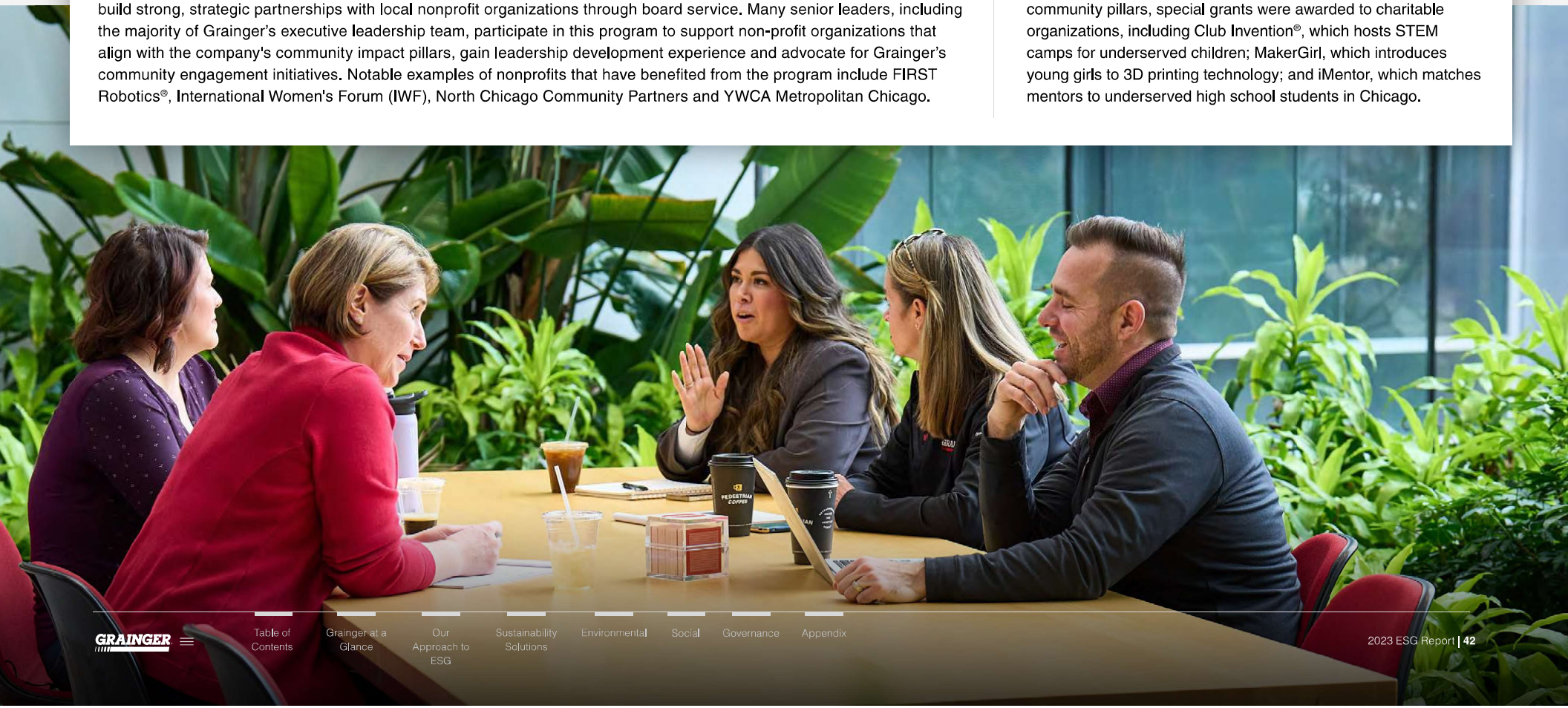
To celebrate National Volunteer Month, Diversity Month and the company's 95th anniversary, each BRG was challenged to contribute at least 95 hours of community service during the month of April in order to receive an additional $1,000 grant to donate to a nonprofit organization of their choice. As part of the challenge, our teams volunteered with nonprofits focused on topics such as education, environment and LGBTQ+ awareness.

EXECUTIVE BOARD PLACEMENT PROGRAM

Through Grainger's Executive Board Placement (EBP) program, high-potential executives develop leadership skills and build strong, strategic partnerships with local nonprofit organizations through board service. Many senior leaders, including the majority of Grainger's executive leadership team, participate in this program to support non-profit organizations that align with the company's community impact pillars, gain leadership development experience and advocate for Grainger's community engagement initiatives. Notable examples of nonprofits that have benefited from the program include FIRST Robotics®, International Women's Forum (IWF), North Chicago Community Partners and YWCA Metropolitan Chicago.

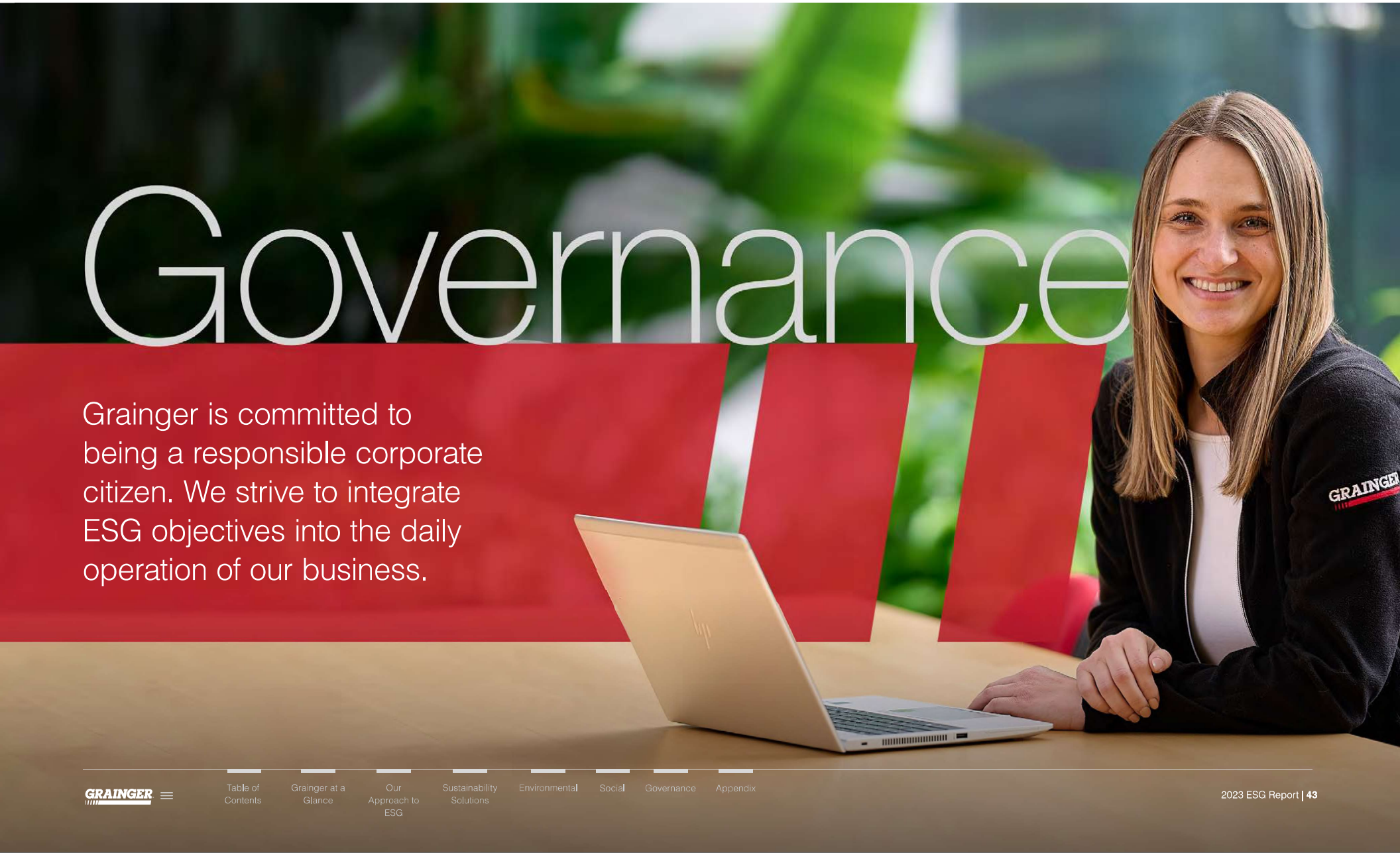
SPECIAL GRANTS

As we continue to identify key partners aligned with our community pillars, special grants were awarded to charitable organizations, including Club Invention®, which hosts STEM camps for underserved children; MakerGirl, which introduces young girls to 3D printing technology; and iMentor, which matches mentors to underserved high school students in Chicago.



Governance

Grainger is committed to being a responsible corporate citizen. We strive to integrate ESG objectives into the daily operation of our business.



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Ethics and Compliance

Our commitment to doing the right thing is ingrained in our company history, our culture of compliance and our Grainger Principles. Our stakeholders trust Grainger to operate with the greatest level of integrity, and in turn we hold ourselves accountable to full compliance with local, national and international laws and regulations. We maintain our culture of compliance and ethical standards through a robust framework of policies, training and reporting.

POLICIES AND TRAININGS

Grainger's **Business Conduct Guidelines** define our shared expectations of how we work together, serve customers and business partners and honor our commitments to shareholders everywhere we do business.

In December 2022, the Board adopted our updated Business Conduct Guidelines, incorporating new and enhanced topics including responsible sourcing; diversity, equity and inclusion; intellectual property; and social media.

Each new Grainger team member is required to complete training and certification. In 2022, 100% of Grainger team members completed Business Conduct Guidelines training and certification[22]. In addition, all team members are expected to demonstrate their personal commitment to the company's high operating standards by certifying their annual compliance with the Business Conduct Guidelines. Team members also complete training regularly to fully understand the expectation of legal and ethical behaviors defined by the Business Conduct Guidelines.

Additional ethics and compliance training is provided to team members globally, based on their role in the organization, through our online learning management system. Examples of this training include Anti-Bribery and Corruption, Data Privacy and Security, Government Code of Ethics, Trade Compliance and Workplace Behavior.

ANTI-BRIBERY AND CORRUPTION

Grainger places the highest value on integrity in our business dealings and the ethical conduct of our directors, officers, team members, agents, shareholders, customers and suppliers. As set forth in our Business Conduct Guidelines, Grainger is committed to business practices that are consistent with the highest ethical and legal standards. Grainger expects the same ethical and legal commitment from third parties (business partners, brokers, consultants and agents) acting on our behalf and others with whom we conduct business.

REPORTING/GRIEVANCE MECHANISMS

We encourage reporting ethical concerns or complaints regarding company or individual practices. Individuals may raise concerns via various channels, including our confidential and anonymous hotline, the Grainger iCareLine, management, Human Resources, Legal, Compliance or the Board of Directors. The **Grainger iCareLine** is an independent, secure, around-the-clock hotline able to take calls in every language where Grainger operates. Concerns raised through our various channels are treated confidentially, thoroughly investigated and reported to leadership and the Audit Committee of the Board of Directors by the Chief Ethics and Compliance Officer on a quarterly basis. Grainger does not tolerate retaliation against any team member for making an inquiry, initiating a complaint or participating in an investigation.

22. Excludes part-time MonotaRO team members.

Privacy

Grainger recognizes the importance of protecting the personally identifiable information (PII) of our team members, customers and suppliers. This information is collected during normal business activities to help us fulfill orders, provide benefits and better serve our stakeholders. We are committed to protecting PII from unauthorized access, usage or disclosure by following globally recognized privacy standards and building privacy and data protection principles into our systems and processes by design. Annual privacy training is mandatory for all team members, and team members responsible for processing sensitive personal information receive supplemental role-based training.

Notice regarding our practices is published via our **Privacy Policy**. To address global and local privacy laws in specific jurisdictions, such as the California Consumer Privacy Act (CPRA), General Data Protection Regulation (GDPR) and Personal Information Protection and Electronic Documents Act (PIPEDA), solutions have been implemented to facilitate individual privacy requests and to provide further transparency about how Grainger may collect, use, share or store PII. Our ethical expectation and legal commitment from third parties (business partners, consultants and agents) acting on Grainger's behalf extends to Privacy and Information Security. Third-party physical, technical and administrative controls are assessed as part of due diligence and required agreements detailing these expectations are executed.

Information Security

The Grainger Information Security team's mission is to facilitate the protection of Grainger information and technology assets worldwide. We achieve this by establishing guidelines to help ensure the confidentiality, integrity and availability of assets across the global organization. We manage risk through the application of appropriate technologies, people and processes to identify, detect, protect, respond and recover in alignment with the organizational risk posture and National Institute of Standards and Technology (NIST) Cybersecurity Framework.

Ensuring information security risk appetites are understood and appropriately managed enables our organization's future growth and positions us to balance protecting and running the business. Understanding of the information security operating environment allows leadership to make informed decisions, mitigate disruption to the business, help prevent data breaches, limit damage to the Grainger brand, understand the financial impacts and ensure alignment to applicable requirements. To this end, the Information Security organization provides quarterly updates to the Board on relevant security metrics and program maturity. In turn, the Board provides valuable guidance and oversight. Information Security also provides awareness training for all team members, focused training for developers and deploys phishing campaigns that tests team members' ability to recognize and respond to threats.

At Grainger, we put integrity, safety and sustainability at the heart of everything we do for all our stakeholders. Doing the right thing starts at the top, with our board and executives leading by example and ensuring that all team members adhere to our Business Conduct Guidelines.

— NANCY BERARDINELLI-KRANTZ,
SENIOR VICE PRESIDENT AND CHIEF LEGAL OFFICER



Business Continuity

Grainger works to develop, implement and enhance business continuity processes in alignment with the ISO/IEC 22301 framework for Business Continuity. This standard provides the strategic direction for our business continuity program and guides the establishment of activities that align with the framework.

Processes and procedures, including Emergency Response, Pandemic Planning, IT Disaster and Ransomware Recovery and Business Process Contingency Plans, are necessary components of a successful business continuity program. Planning development, tabletop exercises, identifying gaps and prioritizing remediation efforts are all critical activities of a program designed for uninterrupted business operations.

For situations closer to home, localized response procedures are designed to allow customers in need to obtain emergency response items at any time. Local Grainger branches may remain open 24 hours a day during major emergencies and disasters. Trailers can bring in critical products and extra personnel can be on site to support relief efforts. In addition, preexisting supplier agreements allow products and equipment to be quickly replenished to help keep Grainger's customers working.

PRODUCT AND SUPPLIER STEWARDSHIP

SUPPLIER CODE OF ETHICS

To help ensure the products we distribute are manufactured and delivered with high ethical standards, our Supplier Code of Ethics focuses on the following key areas of ethical sourcing: human rights and labor standards; health and safety; environment; sanctions; bribery and corruption; conflicts of interest; privacy and data protection; and reporting concerns. All Grainger suppliers and their sub-suppliers with dealings in the U.S., Canada and Mexico are expected to comply with the Supplier Code of Ethics as a condition of doing business with Grainger. Prior to onboarding, a new supplier must agree to abide by the Supplier Handbook, which includes the Supplier Code of Ethics. All suppliers must confirm to abide by these rules by signing a Supplier Agreement Letter. We recently updated our Supplier Code of Ethics to include the International Labour Organization's forced labor standards.

SUPPLIER ENGAGEMENT

Grainger's Supplier Engagement strategy seeks to understand the material opportunities of suppliers who are most impactful to our business. In 2022, we continued proactively communicating with these key suppliers through quarterly calls and business reviews, ad hoc meetings to address operational challenges and other active feedback channels. The objectives for our Supplier Engagement strategy are:

1. Proactively engage the suppliers who are the most impactful to our business
2. Understand what is the most important and try to stay ahead of potential issues
3. Maintain fluid lines of communication

SUPPLIER SCORECARD

Our Supplier Performance Management team works with our suppliers to improve operational performance, educate on Grainger's shipping requirements and drive compliance on purchase orders shipped to our network, as well as on orders delivered directly to our customers. We monitor every supplier's performance with a monthly balanced scorecard. Using this scorecard, we provide feedback and offer to consult in performance improvement areas, helping our suppliers focus on the most meaningful areas for corrective action.

All active product suppliers that Grainger purchases from are provided a detailed scorecard each month measuring specific metrics such as stock fill rate, drop-ship availability and shipping compliance, allowing Grainger to provide exceptional customer service.

Each metric and performance to goal is calculated and points are provided based on actual performance. These points are summarized into an overall score for each supplier. In monthly performance discussions, Grainger provides feedback and possible corrective action steps to resolve issues on metrics below goal. Suppliers also utilize this time to share headwinds that are impacting their ability to achieve goals. The supplier teams share this information throughout the organization for visibility.

PARTNERS IN PERFORMANCE

The partnership Grainger has with its suppliers has a profound impact on how work gets done around the world. Each day, our suppliers make the choice to deliver consistent, world-class service. Each year, we work to provide special recognition and awards to our top performing suppliers through the Partner in Performance Program.

For 2022, Grainger recognized 20 suppliers through Partners in Performance, with awards being announced by Supplier Managers and Directors with direct supplier relationships. This annual event enhances supplier engagement through educating and informing the top-performing supplier community about Grainger's key initiatives and strategy. Our 2022 Supplier of the Year is Milwaukee Tool, a global leader in professional construction trade solutions. Milwaukee Tool earned high marks in their operational excellence, Grainger-dedicated sales force and focus on partnering with Grainger to make sure we had product when and where we needed for our customers.

Our 2022 Partners in Performance Sustainability Award recipient was Newell Brand Distribution LLC — Rubbermaid®, a leader in home and food storage. This award is determined by a supplier's performance in sustainability solutions, their role in enabling customers to achieve sustainability goals and responsible business stewardship. Rubbermaid has embedded sustainability into its strategy and operations by focusing on reducing waste, improving compliance, offering green product solutions and partnering with Grainger on initiatives, such as customer waste audits.

HUMAN RIGHTS

Grainger's Human Rights Principles reflect our commitment to providing a safe and fair workplace that upholds and respects international human rights standards. These principles are applicable to all Grainger team members and are approved and monitored regularly by Grainger's senior leadership. Our Human Rights Principles create the foundation upon which we build a respectful, inclusive and ethically sound workplace. Harassment, exclusion, discrimination, child or forced labor and violation of any applicable laws or regulations are explicitly prohibited as part of these principles.

In 2022, Grainger engaged a third-party consulting firm to conduct an independent assessment of our human rights and anti-forced labor program against current U.S. and international standards. Based on that review, Grainger is enhancing our program's policy, training and processes related to the validation of our suppliers' adherence to Grainger's Supplier Conduct Guidelines and Human Rights Principles.

CONFLICT MINERALS

Grainger's Conflict Minerals Policy supports the aim of the Dodd-Frank Act to prevent armed groups in the Democratic Republic of the Congo (DRC) and the surrounding region from benefiting from the extraction and trade of minerals including tantalum, tin, gold or tungsten sourced from the DRC or the surrounding region.





PRODUCT SAFETY, QUALITY AND GOVERNANCE

Although Grainger does not manufacture the products it distributes to customers, we take product safety seriously. Our company has established a Product Safety Committee made up of senior leadership from the Product Compliance, Legal and Supplier Management teams. This committee convenes regularly to provide ongoing governance and oversight of product safety, quality and compliance.

PRIVATE LABEL

To ensure high-quality private label products, our engineering team conducts product evaluation and testing as well as directly engaging with suppliers. This engagement includes conducting investigations and factory audits, as well as continually working to ensure our suppliers have the appropriate equipment and processes in place to deliver consistent quality products. If quality issues arise, the engineering team typically conducts an investigation, performs appropriate product testing and summarizes its findings. Those findings may lead to corrective action, including, but not limited to, supplier improvement in tools and/or processes, applying a stop sale, sending product back to supplier for rework and recalling product.

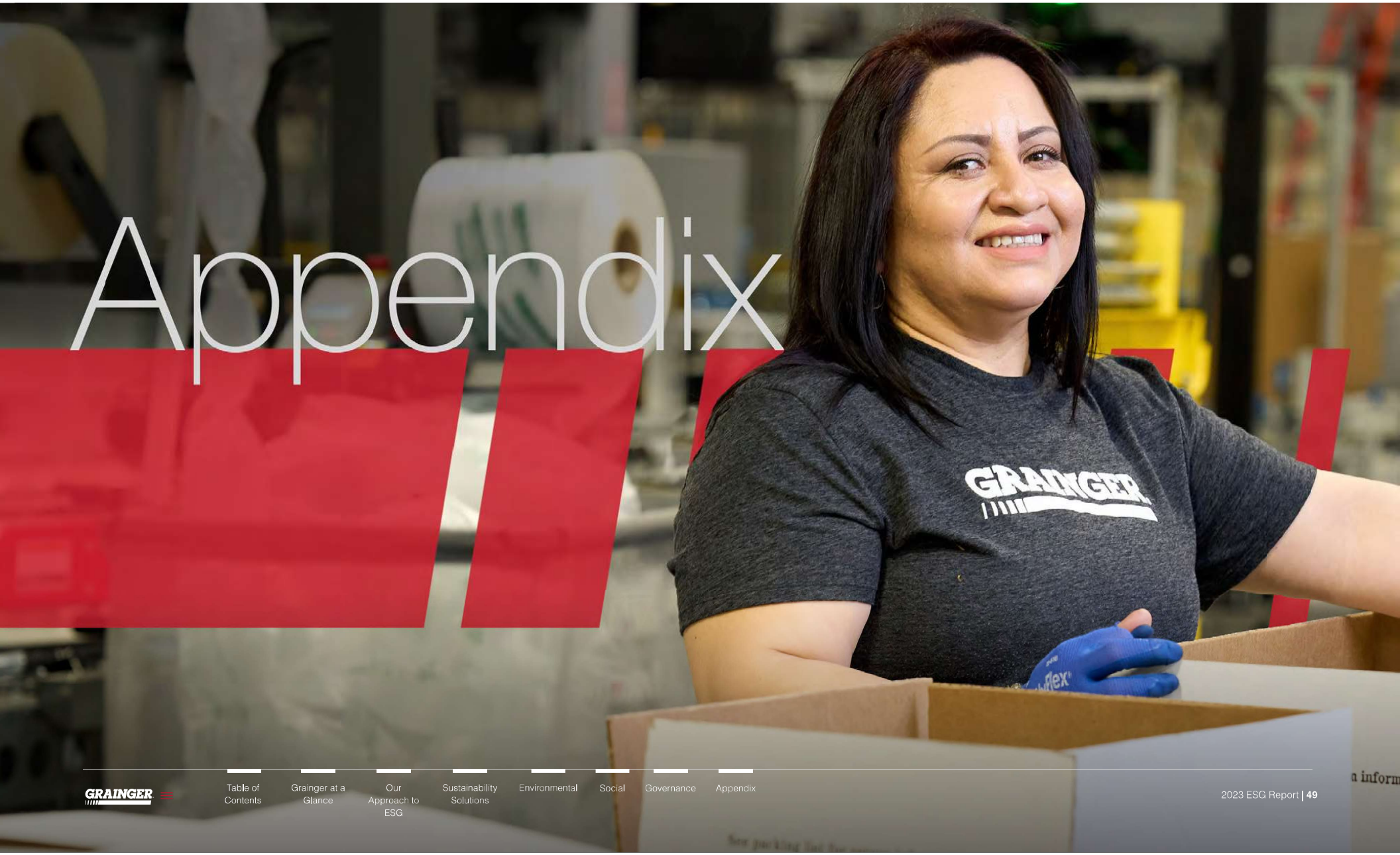
One way we measure private label brand quality is through the return rate performance, calculated as a percent of total return dollars over cost of goods sold (COGS). Total return rate performance for Grainger High-Touch Solutions U.S. shifted slightly from 2.6%[23] in 2021 to 2.7% in 2022, driven primarily by product mix shift.

We also evaluate Grainger private label products to confirm they meet our responsible sourcing guidelines. Suppliers who provide Grainger private label products through Grainger Global Sourcing (GGS) complete an annual social responsibility survey, which indicates the suppliers' compliance with social responsibility topics.

NATIONAL BRANDS

At Grainger, we offer a wide selection of national brand products sourced from our trusted supplier partners, who are experts in their respective industries. To ensure we are partnering with suppliers that represent socially responsible procurement practices, all vendors are required to acknowledge the supplier handbook. In the event of a safety or recall issue, the Product Safety team convenes and partners with the supplier to determine the best course of action. If required, the team promptly implements a stop sale into the Grainger system, preventing Grainger from shipping these products to customers. Grainger works with the supplier to determine how to resolve the issue. Once the situation is resolved to the satisfaction of the supplier and Grainger, the stop sale is lifted.

23. Only includes private label. Previously reported figure of 3.8% in 2021 represented the total return rate.



Appendix

Forward-Looking Statement

All statements in this report other than those relating to historical facts are “forward-looking statements” under the federal securities laws. Forward-looking statements can generally be identified by their use of terms such as “anticipate,” “estimate,” “believe,” “expect,” “could,” “forecast,” “may,” “intend,” “plan,” “predict,” “project,” “will” or “would” and similar terms and phrases, including references to assumptions.

Grainger cannot guarantee that any forward-looking statement will be realized and achievement of future results is subject to risks and uncertainties, many of which are beyond Grainger’s control, which could cause Grainger’s results to differ materially from those that are presented. Important factors that could cause actual results to differ materially from those presented or implied in the forward-looking statements include, without limitation: inflation, higher product costs or other expenses, including operational and administrative expenses; the impact of macroeconomic pressures and geopolitical trends, changes and events, including the impact of Russia’s invasion of Ukraine on the global economy, tensions across the Taiwan Straits and in overall relations with China, and the ramifications of these and other events; a major loss of customers; loss or disruption of sources of supply; changes in customer or product mix; increased competitive pricing pressures; changes in third party practices regarding digital advertising; failure to enter into or sustain contractual arrangements on a satisfactory basis with group purchasing organizations; failure to develop, manage or implement new technology initiatives or business strategies, including with respect to the company’s eCommerce platforms; failure to adequately protect intellectual property or successfully defend against infringement claims; fluctuations or declines in the company’s gross profit margin; the company’s responses to market pressures; the outcome of pending and future litigation or governmental or regulatory proceedings, including with respect to wage and hour, anti-bribery and corruption, environmental, regulations related to advertising, marketing and the Internet, consumer protection, pricing (including disaster or emergency declaration pricing statutes), product liability, compliance or safety, trade and export compliance, general commercial disputes, or privacy and cybersecurity matters; investigations, inquiries, audits and changes in laws and regulations; failure to comply with laws, regulations and standards, including new or stricter environmental laws or regulations; government contract matters; disruption or breaches of information technology or data security systems involving the company or third parties on which the company depends; general industry, economic, market or political conditions; general global economic conditions including tariffs and trade issues and policies; currency exchange rate fluctuations; market volatility, including price and trading volume volatility or price declines of the company’s common stock; commodity price volatility; facilities disruptions or shutdowns; higher fuel costs or disruptions in transportation services; outbreaks of pandemic disease or viral contagions such as the COVID-19 pandemic; natural or human induced disasters, extreme weather and other catastrophes or conditions; effects of climate change; failure to execute on the Company’s efforts and programs related to environmental, social and governance matters; competition for, or failure to attract, retain, train, motivate and develop executives and key employees; loss of key members of management or key employees; changes in effective tax rates; changes in credit ratings or outlook; the company’s incurrence of indebtedness or failure to comply with restrictions and obligations under its debt agreements and instruments; and other factors that can be found in the company’s filings with the Securities and Exchange Commission (“SEC”), including the company’s most recent periodic reports filed on Form 10-K and Form 10-Q, which are available under “Financials” in the Investor Relations section of the company’s website at **http://invest.grainger.com**.

The preceding list is not intended to be an exhaustive list of all of the factors that could impact the Company’s forward-looking statements. Caution should be taken not to place undue reliance on the company’s forward-looking statements. Historical, current, and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. The information included in, and any issues identified as material for purposes of, this document shall not be considered material for SEC reporting purposes. As such, in the context of this report, the term “material” is distinct from, and should not be confused with, such term as defined for SEC reporting purposes. Website references and hyperlinks throughout this report are provided for convenience only, and the content on the referenced websites is not incorporated by reference into this report, nor does it constitute a part of this report. The company undertakes no obligation to update or revise any of its forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Key Performance Data

	2020	2021	2022
CUSTOMER SUSTAINABILITY SOLUTIONS			
Grainger High-Touch Solutions U.S. Environmentally Preferred Product Revenue ($ billion)	0.7	0.9	1
Grainger High-Touch Solutions U.S. Environmentally Preferred Product Revenue (% of High-Touch Solutions North American sales)	6	7	9
Grainger High-Touch Solutions U.S. Spend on Products from Small Businesses, including Woman-, Minority-, Veteran-, LGBTQ+- and Disabled Person-owned Businesses, as well as Historically Underutilized Business Zone (HUBZone) and Disadvantaged Businesses ($ billion)	2	2	2
ENVIRONMENTAL			
Global Energy Consumption (MWh)	354,000	348,000	327,000
Global Scope 1 & 2 Emissions ($MTCO_2e$)	103,000	99,000	92,000
Global GHG Intensity ($MTCO_2e$/Revenue)	9	8	6
Global Renewable Energy Produced (MWh)	6,000	7,000	8,000
Global Water Use (cubic meters)	Not Stated	524,000	504,000
Global Non-Hazardous Waste (million lbs.)[1]	Not Stated	25	24
Total U.S. Distribution Center Network Recycling Rate (%)	89	92	94
SOCIAL			
U.S. Lost Time Incident Rate	0.4	0.3	0.4
U.S. Total Recordable Incident Rate	1.2	1.2	1.3
Global Team Members	23,000	24,000	26,000
U.S. & Canada Team Members	19,000	19,000	21,000
U.S. & Canada Team Members — Women (%)	38	39	40
U.S. & Canada Leadership — Women (%)	34	34	35
U.S. Team Members — Racially and Ethnically Diverse (%)[2]	34	35	37
U.S. Leadership — Racially and Ethnically Diverse (%)[2]	22	24	24
CEO's U.S. Leadership Team — Women (%)	50	43	43
CEO's U.S. Leadership Team — Racially and Ethnically Diverse (%)	33	29	29
U.S. Total Cash and Product Contributions ($ million)	41	96	47
U.S. Team Member Volunteer Hours	9,000	10,000	12,000
GOVERNANCE			
Global Team Members Trained on Business Conduct Guidelines (%)	100	100	100
Women Board Members (%)	31	33	36
Racially and Ethnically Diverse Board Members (%)	31	25	27

1. 2021 data reported in 2022 ESG report restated due to error in prior calculation.
2. 2020 and 2021 figures restated to include population that chose not to disclose in denominator. Previously reported figures excluded non-disclosing population from denominator.

Grainger and The Sustainable Development Goals (SDGs)

The Sustainable Development Goals (SDGs) of the United Nations form part of the 2030 Agenda for Sustainable Development, which serves as a call to action and global blueprint for all governments, business and civil society organizations striving toward peace and prosperity for humanity and the planet. The 17 SDGs outline the strategies needed to reduce global inequality, improve health and education, bolster economic development, preserve the natural world and fight climate change. Grainger has identified eight of the 17 goals where our business can make the greatest impact.

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Quality Education** Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all	• **Target 4.1**: By 2030, ensure that all girls and boys complete free, equitable and quality primary and secondary education leading to relevant and effective learning outcomes • **Target 4.3**: By 2030, ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university • **Target 4.4**: By 2030, substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship	Community Investment • Grainger's community strategy pillars: "Advance the Emerging Workforce" and "Empower Our Communities", pages 39-40 • STEM investment in underrepresented communities through grants to charitable organizations such as North Chicago Community Partners, pages 40-41
 **Gender Equality** Achieve gender equality and empower all women and girls	• **Target 5.1**: End all forms of discrimination against all women and girls everywhere • **Target 5.5**: Ensure women's full and effective participation and equal opportunities for leadership at all levels of decision-making in political, economic and public life	Diversity, Equity and Inclusion • Diversity data & reporting, page 30 • Signed the Chicago Network Equity Principles, a campaign focused on advancing women leaders in the workplace to strive to achieve 50% representation of women in leadership positions by 2030, page 31 • Self-identification for gender identity, page 30 • Grainger's DEI learning programs, page 32 • Women's Business Resource Group, page 33 • Corporate member of the Women's Business Enterprise National Council, page 13

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Decent Work and Economic Growth** Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all	• **Target 8.4**: Improve progressively, through 2030, global resource efficiency in consumption and production and endeavour to decouple economic growth from environmental degradation, in accordance with the 10-year framework of programmes on sustainable consumption and production, with developed countries taking the lead • **Target 8.5**: By 2030, achieve full and productive employment and decent work for all women and men, including for young people and persons with disabilities, and equal pay for work of equal value • **Target 8.7**: Take immediate and effective measures to eradicate forced labour, end modern slavery and human trafficking and secure the prohibition and elimination of the worst forms of child labour, including recruitment and use of child soldiers, and by 2025 end child labour in all its forms • **Target 8.8**: Protect labour rights and promote safe and secure working environments for all workers, including migrant workers, in particular womenmigrants, and those in precarious employment	Grainger's Policies & Principles • Business Conduct Guidelines • Global Environmental, Health and Safety Policy • Human Rights Principles • Supplier Code of Ethics • Conflict Minerals Policy Customer Sustainability Solutions • Environmentally Preferrable Products (EPP) and services, pages 9-16 • Grainger's Supplier Diversity and Reseller Diversity Programs, page 13 Environmental • Emissions Reduction Strategy, pages 21-22 • Waste and Recycling, page 22 • Water, page 23 Diversity, Equity and Inclusion • Pay equity analysis, page 31 Health and Safety • Health and safety, page 26 • Safety training programs and engagement, pages 27-28
 **Industry, Innovation and Infrastructure** Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation	• **Target 9.1**: Develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all • **Target 9.2**: Promote inclusive and sustainable industrialization and, by 2030, significantly raise industry's share of employment and gross domestic product, in line with national circumstances, and double its share in least developed countries • **Target 9.4**: By 2030, upgrade infrastructure and retrofit industries to make them sustainable, with increased resource-use efficiency and greater adoption of clean and environmentally sound technologies and industrial processes, with all countries taking action in accordance with their respective capabilities • **Target 9.5**: Enhance scientific research, upgrade the technological capabilities of industrial sectors in all countries, in particular developing countries, including, by 2030, encouraging innovation and substantially increasing the number of research and development workers per 1 million people and public and private research and development spending	Operational Efficiency at Grainger • LEED certifications, page 23 • High-efficiency lifecycle replacements, page 21 • Solar investment, page 21 • Green hydrogen used in Powered Industrial Equipment (PIE), page 22 • TRUE Zero Waste certifications, page 22 • Water consumption reduction efforts, page 23 • Transportation & shipping efficiencies (e.g., SmartWay® partner), page 15 Other • Climate-related scenario analysis of operations (please see our most recent CDP Climate Change Assessment response and TCFD) • Customer Sustainability Solutions, page 9 • Community strategy with pillars related to STEM investment in underrepresented communities, pages 39-40

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Sustainable Cities and Communities** Make cities and human settlements inclusive, safe, resilient and sustainable	• **Target 11.5**: By 2030, significantly reduce the number of deaths and the number of people affected and substantially decrease the direct economic losses relative to global gross domestic product caused by disasters, including water-related disasters, with a focus on protecting the poor and people in vulnerable situations • **Target 11.6**: By 2030, reduce the adverse per capita environmental impact of cities, including by paying special attention to air quality and municipal and solid waste management • **Target 11.B**: By 2020, substantially increase the number of cities and human settlements adopting and implementing integrated policies and plans towards inclusion, resource efficiency, mitigation and adaptation to climate change, resilience to disasters, and develop and implement, in line with the Sendai Framework for Disaster Risk Reduction 2015-2030, holistic disaster risk management at all levels	• Community Impact strategy pillar: Support Disaster Resilience and Relief, page 39-40 • American Red Cross Regional Disaster Responder, page 40 • Business Continuity, page 46 • Emergency Management Program, page 14 • Climate risk management and GHG emissions reductions (please see most recent CDP Climate Change Assessment Response) • TRUE Zero Waste certifications, page 22 • Recycling and waste management, page 22
 **Responsible Consumption and Production** Ensure sustainable consumption and production patterns	• **Target 12.5**: By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse • **Target 12.6**: Encourage companies, especially large and transnational companies, to adopt sustainable practices and to integrate sustainability information into their reporting cycle	• Customer Sustainability Solutions, pages 9-16 • Grainger boxes and dunnage are certified by the Sustainable Forestry Initiative (SFI), page 15 • Recycling and waste management, page 22 • TRUE Zero Waste certifications, page 22 • Integrated reporting processes across our Annual Report, Proxy Statement and ESG Report

SDG	SDG TARGET	GRAINGER ALIGNMENT
 **Climate Action** Take urgent action to combat climate change and its impacts	• **Target 13.1**: Strengthen resilience and adaptive capacity to climate-related hazards and natural disasters in all countries	• Climate Change Disclosure and GHG Emissions, page 20 • Emissions Reduction Strategy, pages 21-22 • CDP Climate Change Assessment & TCFD • Customer Sustainability Solutions, pages 9-16 • Emergency Management Program, page 14
 **Life on Land** Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss	• **Target 15.1**: By 2020, promote the implementation of sustainable management of all types of forests, halt deforestation, restore degraded forests and substantially increase afforestation and reforestation globally • **Target 15.5**: Take urgent and significant action to reduce the degradation of natural habitats, halt the loss of biodiversity and, by 2020, protect and prevent the extinction of threatened species	• Grainger boxes and dunnage are certified by the Sustainable Forestry Initiative (SFI), page 15 • Grainger's EPP portfolio offers products made of recycled materials, as well as products that support recycling (e.g., bins), page 10 • TRUE Zero Waste certifications, page 22 • Customer Sustainability Solutions, pages 9-16 • Supplier Code of Ethics • Global Environmental, Health and Safety Policy

GRI Index

Grainger has reported the information cited in this GRI content index for the period January 1, 2022 to December 31, 2022, unless otherwise specified. Grainger applies the GRI standards in the below GRI content index as a means of indicating where particular topics and disclosures can be found.

GRI 1 used — **GRI 1: Foundation 2021**

GRI STANDARD	DISCLOSURE	LOCATION
GRI 2: General Disclosures 2021	2-1 Organizational details	W.W. Grainger, Inc. 2022 Annual Report, pages 1, 5-10
	2-2 Entities included in the organization's sustainability reporting	2023 ESG Report, About This Report
	2-3 Reporting period, frequency and contact point	Reporting period: Fiscal year 2022 (January 1, 2022 to December 31, 2022), unless otherwise noted. Reporting frequency: Annual Contact: GraingerESG@Grainger.com
	2-4 Restatements of information	Details of restatements can be found in footnotes of respective sections. 2023 ESG Report, pages 21, 48, 51
	2-5 External assurance	2023 ESG Report, Assurance
	2-6 Activities, value chain and other business relationships	2022 Annual Report, pages "About Us", iv, 5-10,
	2-7 Employees	2022 Annual Report, pages 8-10 | ESG report, pages 30, 51, 62 | EEO-1 report
	2-8 Workers who are not employees	2022 Annual Report, pages 8-10
	2-9 Governance structure and composition	2023 Proxy Statement | 2023 ESG Report page 7
	2-10 Nomination and selection of the highest governance body	2023 Proxy Statement, pages 5-30
	2-11 Chair of the highest governance body	2023 ProxyStatement, page 27
	2-12 Role of the highest governance body in overseeing the management of impacts	2023 Proxy Statement, pages 31-37
	2-13 Delegation of responsibility for managing impacts	2023 Proxy Statement, pages 23-26, 31-37
	2-14 Role of the highest governance body in sustainability reporting	2023 Proxy Statement, pages 33-36 | 2023 ESG Report, page 7
	2-15 Conflicts of interest	2023 Proxy Statement, pages 10, 92 | 2023 Business Conduct Guidelines, pages 6, 8
	2-16 Communication of critical concerns	2023 Proxy Statement, pages 36-37
	2-17 Collective knowledge of the highest governance body	2023 Proxy Statement, pages 5-8
	2-18 Evaluation of the performance of the highest governance body	2023 Proxy Statement, pages 28-30
	2-19 Remuneration policies	2023 Proxy Statement, pages 38-39, 47-84

GRI STANDARD	DISCLOSURE	LOCATION
GRI 2: General Disclosures 2021	2-20 Process to determine remuneration	2023 Proxy Statement, pages 38-39, 47-84
	2-21 Annual total compensation ratio	2023 Proxy Statement, page 82
	2-22 Statement on sustainable development strategy	2023 ESG Report, page 1
	2-23 Policy commitments	Business Conduct Guidelines | Conflict Minerals Policy | Supplier Code of Ethics | Human Rights Principles | Global Environmental, Health and Safety Policy
	2-24 Embedding policy commitments	ESG Report, pages 6-8 Please see respective sections in 2023 ESG Report
	2-25 Processes to remediate negative impacts	ESG Report, page 44 | Business Conduct Guidelines
	2-26 Mechanisms for seeking advice and raising concerns	ESG Report, page 44 | Business Conduct Guidelines
	2-27 Compliance with laws and regulations	Material legal proceedings are disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, pages 23, 66-67
	2-28 Membership associations	CDP (C12.3, C12.3b)
	2-29 Approach to stakeholder engagement	2023 ESG Report, page 8
	2-30 Collective bargaining agreements	Not applicable
GRI 3: Material Topics 2021	3-1 Process to determine material topics	2023 ESG Report, page 8
	3-2 List of material topics	2023 ESG Report, page 8
	3-3 Management of material topics	2023 ESG Report, pages 6-8 | For further details on specific material topics, please see respective sections and metrics included in the 2023 ESG Report
GRI 201: Economic Performance 2016	201-1 Direct economic value generated and distributed	2022 Annual Report, pages 39-65
	201-2 Financial implications and other risks and opportunities due to climate change	2022 Annual Report, pages 21-22 | CDP (C2.2a, C2.3a, C2.4a, C3.1, C3.2a, C3.2b, C3.3, C3.4)
	201-3 Defined benefit plan obligations and other retirement plans	2022 Annual Report, pages 54-57, 59
GRI 203: Indirect Economic Impacts 2016	203-2 Significant indirect economic impacts	2022 Annual Report, pages 8-10, 21 | 2023 ESG Report pages 9-16, 39-42
GRI 204: Procurement Practices 2016	204-1 Proportion of spending on local suppliers	2023 ESG Report, page 13
GRI 205: Anti-corruption 2016	205-2 Communication and training about anti-corruption policies and procedures	ESG Report, page 44 | Business Conduct Guidelines
GRI 207: Tax 2019	207-1 Approach to tax	2022 Annual Report, pages 45, 62-64
	207-2 Tax governance, control, and risk management	2022 Annual Report, pages 20-21, 29, 45, 62-64
GRI 301: Materials 2016	301-2 Recycled input materials used	2023 ESG Report, (EPP & packaging), pages 9-16
	301-3 Reclaimed products and their packaging materials	2023 ESG Report, (EPP & packaging), pages 9-16

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GRI STANDARD	DISCLOSURE	LOCATION
GRI 302: Energy 2016	302-1 Energy consumption within the organization	2023 ESG Report, page 51 | SASB, CG-MR-130a.1
	302-3 Energy intensity	2023 ESG Report, page 51 (2022 revenue and total energy consumed)
	302-4 Reduction of energy consumption	CDP (C7.9a) | 2023 ESG Report, pages 20-23
	302-5 Reductions in energy requirements of products and services	2023 ESG Report, pages 9-16
GRI 303: Water and Effluents 2018	303-1 Interactions with water as a shared resource	2023 ESG Report, page 23
	303-5 Water consumption	2023 ESG Report, page 23
GRI 305: Emissions 2016	305-1 Direct (Scope 1) GHG emissions	2023 ESG Report, pages 20, 51 CDP (C6.1)
	305-2 Energy indirect (Scope 2) GHG emissions	2023 ESG Report, pages 20, 51 CDP (C6.3)
	305-3 Other indirect (Scope 3) GHG emissions	2023 ESG Report, page 20 CDP (C6.5)
	305-4 GHG emissions intensity	2023 ESG Report, pages 20, 51 CDP (C6.10)
	305-5 Reduction of GHG emissions	2023 ESG Report, pages 20-23 | CDP (C4.1a, C7.9, C7.9a)
GRI 306: Waste 2020	306-1 Waste generation and significant waste-related impacts	2023 ESG Report, page 22
	306-2 Management of significant waste-related impacts	2023 ESG Report, page 22
	306-3 Waste generated	2023 ESG Report, page 22
	306-4 Waste diverted from disposal	2023 ESG Report, page 22
	306-5 Waste directed to disposal	2023 ESG Report, page 22
GRI 308: Supplier Environmental Assessment 2016	308-1 New suppliers that were screened using environmental criteria	2023 ESG Report, pages 46-48 | Supplier Code of Ethics
	308-2 Negative environmental impacts in the supply chain and actions taken	2023 ESG Report, pages 46-48 | Supplier Code of Ethics
GRI 401: Employment 2016	401-2 Benefits provided to full-time employees that are not provided to temporary or part-time employees	2023 ESG Report, page 38 | Total Rewards Website
	401-3 Parental leave	2023 ESG Report, page 38 | Total Rewards Website

GRI STANDARD	DISCLOSURE	LOCATION
GRI 403: Occupational Health and Safety 2018	403-1 Occupational health and safety management system	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-2 Hazard identification, risk assessment, and incident investigation	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-3 Occupational health services	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-4 Worker participation, consultation, and communication on occupational health and safety	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-5 Worker training on occupational health and safety	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-6 Promotion of worker health	2023 ESG Report, page 38 | Total Rewards Website
	403-7 Prevention and mitigation of occupational health and safety impacts directly linked by business relationships	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-8 Workers covered by an occupational health and safety management system	2023 ESG Report, pages 26-28 | Global Environmental, Health and Safety Policy
	403-9 Work-related injuries	2023 ESG Report, pages 26-28 | No work-related fatalities in 2022.
GRI 404: Training and Education 2016	404-1 Average hours of training per year per employee	2023 ESG Report, page 36
	404-2 Programs for upgrading employee skills and transition assistance programs	2023 ESG Report, pages 35-37
	404-3 Percentage of employees receiving regular performance and career development reviews	2023 ESG Report, page 37
GRI 405: Diversity and Equal Opportunity 2016	405-1 Diversity of governance bodies and employees	2023 ESG Report, pages 30, 51, 62 | EEO-1 report | 2023 Proxy Statement
	405-2 Ratio of basic salary and remuneration of women to men	Details of our Pay Equity analysis disclosed in our 2023 ESG Report on page 31, but Grainger does not publicly disclose the results at this time.
GRI 408: Child Labor 2016	408-1 Operations and suppliers at significant risk for incidents of child labor	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
GRI 409: Forced or Compulsory Labor 2016	409-1 Operations and suppliers at significant risk for incidents of forced or compulsory labor	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
GRI 413: Local Communities 2016	413-1 Operations with local community engagement, impact assessments, and development programs	2023 ESG Report, pages 39-42
	413-2 Operations with significant actual and potential negative impacts on local communities	Grainger has not identified any operations where there are significant actual or potential negative impacts on local communities.

GRI STANDARD	DISCLOSURE	LOCATION
GRI 414: Supplier Social Assessment 2016	414-1 New suppliers that were screened using social criteria	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
	414-2 Negative social impacts in the supply chain and actions taken	2023 ESG Report, pages 46-48 Human Rights Principles | Supplier Code of Conduct
GRI 415: Public Policy 2016	415-1 Political contributions	Grainger's Business Conduct Guidelines prohibits the use of company funds or assets for political purposes, including for contributions to any political party, candidate or committee. In accordance with this policy, we do not maintain a political action committee ("PACs"), nor do we contribute to any third-party PACs or other political entities organized under Section 527 of the Internal Revenue Code. | Business Conduct Guidelines
GRI 416: Customer Health and Safety 2016	416-1 Assessment of the health and safety impacts of product and service categories	2023 ESG Report, page 48
GRI 417: Marketing and Labeling 2016	417-1 Requirements for product and service information and labeling	2023 ESG Report, pages 9-16
GRI 418: Customer Privacy 2016	418-1 Substantiated complaints concerning breaches of customer privacy and losses of customer data	Material items would be disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

SASB Index

SASB has developed and maintains industry-specific standards to assist companies in disclosing financially material sustainability information to investors. The following chart outlines our SASB disclosure responses to the Multiline and Specialty Retailers & Distributors standard, with references to where this information can be found.

ACCOUNTING METRIC	DATA TYPE	CODE	GRAINGER 2023 DISCLOSURE
Energy Management in Retail & Distribution			
(1) Total energy consumed	Quantitative	CG-MR-130a.1	1,178,000 GJ (327,000 MWh)
(2) Percentage grid electricity	Quantitative	CG-MR-130a.1	603,000 GJ, 51% of total (168,000 MWh)
(3) Percentage renewable	Quantitative	CG-MR-130a.1	48,000 GJ, 4% of total (13,000 MWh)
Data Security			
Description of approach to identifying and addressing data security risks	Qualitative	CG-MR-230a.1	2023 ESG Report page 45 **Vulnerability Identification:** Grainger identifies vulnerabilities using vulnerability management tools and exercises such as scans and penetration tests, which are aligned with a defined, documented, and approved vulnerability remediation strategy for all Grainger owned operational assets. The IT environment is continuously analyzed to help identify new assets, devices, or applications that require vulnerability scanning and penetration testing. Reports or automated dashboards identifying the current state of vulnerabilities impacting Grainger assets are provided by the Threat and Vulnerability Management team to technical stakeholders, and appropriate management, who are responsible to review and respond to vulnerability risk. **Information Security Risk Management:** The Governance, Risk, and Compliance (GRC) team's function is to provide governance to ensure that Grainger's information and systems are secured in accordance with our standards, and to nurture our commitment to asset security and integrity. The GRC team accomplishes this through the implementation of frameworks (like the NIST RMF framework) to ensure appropriate asset classification, control alignment and implementation, risk assessments and audit support, risk acceptance and asset authorization, and ongoing risk and control monitoring.. **Information Security — Vendor Risk Management:** Grainger's Information Security GRC team reviews vendors when they are onboarded, upon contract renewal, and when a new Statement of Work (SOW) is executed. A review of the information and applications involved is conducted and advise on the appropriate controls is given to ensure that the adequate Information Security contractual obligations are in place. **Information Security Policies:** The Information Security team has numerous policies and administrative procedures that are in place to provide guidance around Information Security and Risk Management requirements. These policies are available to all team members on the company's intranet homepage, and are updated regularly to align with industry standards, regulatory requirements, and contractual agreements. **Information Security Awareness:** Grainger has an Information Security Awareness program that provides team members with an understanding of the foundations of Information Security through regular communications via the company intranet and newsletters. All team members also go through annual training around Information Security to ensure that they understand their roles and responsibilities in protecting Grainger information and systems appropriately. Additional training is provided for more critical roles, such as software developers who build such systems and applications. In addition, Grainger Information Security organization executes monthly company wide Information Security education & awareness campaigns and phishing tests to determine compliance with company policies and best practices and to determine additional focus needs. Grainger uses gamification to improve employee engagement with its security awareness content and tracks compliance with remediation training with HR as an escalation point.

<table>
<tr><th>ACCOUNTING METRIC</th><th>DATA TYPE</th><th>CODE</th><th>GRAINGER 2023 DISCLOSURE</th></tr>
<tr><td>(1) Number of data breaches,
(2) Percentage involving personally identifiable information (PII),
(3) Number of users affected</td><td>Quantitative</td><td>CG-MR-230a.2</td><td>Grainger does not disclose this.</td></tr>
<tr><td colspan="4">Labor Practices</td></tr>
<tr><td>(1) Average hourly wage and
(2) Percentage of in-store employees earning minimum wage, by region</td><td>Quantitative</td><td>CG-MR-310a.1</td><td>Grainger does not disclose this.</td></tr>
<tr><td>(1) Voluntary and
(2) Involuntary turnover rate for all employees</td><td>Quantitative</td><td>CG-MR-310a.2</td><td>Grainger does not disclose this.</td></tr>
<tr><td>Total amount of monetary losses as a result of legal proceedings associated with labor law violations</td><td>Quantitative</td><td>CG-MR-310a.3</td><td>Material legal proceedings are disclosed in our 2022 Form 10-K, but Grainger does not disclose this specific metric.</td></tr>
<tr><td>Workforce Diversity & Inclusion

Percentage of gender and racial/ethnic group representation for
(1) management and
(2) all other employees</td><td>Quantitative</td><td>CG-MR-330a.1</td><td>
GENDER REPRESENTATION
<table>
<tr><th></th><th>Female</th><th>Male</th><th>Not Disclosed</th></tr>
<tr><td>Management</td><td>35%</td><td>65%</td><td>0%</td></tr>
<tr><td>All Other Employees</td><td>40%</td><td>60%</td><td>0%</td></tr>
</table>
RACIAL/ETHNIC GROUP REPRESENTATION
<table>
<tr><th></th><th>Asian</th><th>Black</th><th>Hispanic</th><th>White</th><th>Other</th><th>Multiracial</th><th>Not Disclosed</th></tr>
<tr><td>Management</td><td>6%</td><td>7%</td><td>9%</td><td>73%</td><td>0%</td><td>2%</td><td>3%</td></tr>
<tr><td>All Other Employees</td><td>4%</td><td>13%</td><td>17%</td><td>56%</td><td>1%</td><td>4%</td><td>5%</td></tr>
</table>
</td></tr>
<tr><td>Total amount of monetary losses as a result of legal proceedings associated with employment discrimination</td><td>Quantitative</td><td>CG-MR-330a.2</td><td>Material legal proceedings are disclosed in our 2022 Form 10-K, but Grainger does not disclose this specific metric.</td></tr>
</table>

ACCOUNTING METRIC	DATA TYPE	CODE	GRAINGER 2023 DISCLOSURE
Product Sourcing, Packaging & Marketing			
Revenue from products third-party certified to environmental and/or social sustainability standards	Quantitative	CG-MR-410a.1	Environmentally preferable product revenue: more than $1B (2023 ESG Report page 10)
Discussion of processes to assess and manage risks and/or hazards associated with chemicals in products	Discussion and Analysis	CG-MR-410a.2	**Products:** As part of our product category review process, we conduct a product regulatory review, which ensures that our products meet requirements like federal and state laws, and we assess product ingredient lists for substances which may have harmful effects on human health or the environment. Our strong understanding of industry best practices for products are driven by evaluations from our suppliers and product expectations from our customers. Where necessary to serve our customers, Grainger will work with suppliers to identify alternative products. For Grainger's private label products where we are the importer of record, we conduct in-person factory and product audits and quality checks prior to any product entering our supply chain. When a product enters our supply chain, we conduct audits before the product is released into stock to ensure the product meets the requirements set with the supplier. All products must meet the testing and ingredient requirements for functionality, quality, federal and state regulations. We continue to increase the number of products in our portfolio with environmental certifications and attributes, such as GreenGuard and EPA Safer Choice, helping consumers identify and consider these products while shopping. We also continue to align with product safety best practices and forecast emerging risks and regulations. Our established and refined compliance requirements ensure that our products are safe for their intended use. We actively educate team members and customers on potential risks and continuously monitor and research chemical safety trends to enhance the availability of safe products. **Hazard Communication Program:** Grainger maintains a set of hazard communication policies and best practices. Our corporate EHS and Supplier Management/Product Compliance departments are jointly responsible for the management and implementation of the Hazard Communication Program. Employees who work with or are potentially exposed to hazardous chemicals receive initial training on the hazard communication standard and this plan before starting work. Each new employee attends a health and safety orientation that includes an overview of the Hazard communication & GHS standard. The Hazardous Material Shipping Compliance Guidelines Acknowledgement must be signed by the appropriately trained members of Grainger's Management Teams at the DC's and Branch locations.
Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	CG-MR-410a.3	Details can be found in 2023 ESG Report page 15
Activity Metric			
Number of: (1) retail locations and (2) distribution centers	Quantitative	CG-MR-000.A	Retail locations (branches): 390 Distribution centers: 35
Total area of: (1) retail space and (2) distribution centers	Quantitative	CG-MR-000.B	Retail locations (branches): ~8 million sq. ft. Distribution centers: ~16 million sq. ft. Further details can be found in our 2022 Annual Report pg. 23

Task Force on Climate-Related Financial Disclosures (TCFD) Index

We are committed to providing transparency on our climate change risk management, governance and performance. The Task Force on Climate-related Financial Disclosures (TCFD) has developed voluntary, consistent climate-related financial risk disclosures for use by companies in providing meaningful information to stakeholders. Below is a summary outlining references in which you can find Grainger's relevant information pertaining to the TCFD's recommended disclosures. Please note, at the time of publishing this index, our 2022 CDP Climate Change Assessment is available and covers FY2021. Our 2023 CDP Climate Change Assessment will be made available later in 2023, according to the CDP's timeline, and will cover FY2022.

RECOMMENDED DISCLOSURES	GRAINGER REFERENCES & DISCLOSURES
Governance — Disclose the organization's governance around climate-related risks and opportunities.	
Describe the board's oversight of climate-related risks and opportunities.	CDP (C1.1, C1.1a, C1.1b. C1.1d), 2023 ESG Report, page 7, 2023 Proxy Statement, pages 1-2, 33-35
Describe management's role in assessing and managing climate-related risks and opportunities	CDP (C1.2, C1.2a)
Strategy — Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning where such information is material.	
Describe the climate-related risks and opportunities the organization has identified over the short, medium, and long term.	2022 Annual Report, pages 21-22, 26, CDP (C2.1, C2.1a, C2.1b, C2.2a, C2.3, C2.3a, C2.4, C2.4a), 2023 ESG Report, pages 9-16, 19-23
Describe the impact of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning.	2022 Annual Report, pages 21-22, CDP (C2.2a, C2.3a, C2.4a, C3.1, C3.2a, C3.2b, C3.3, C3.4)
Describe the resilience of the organization's strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario.	CDP (C3.2, C3.2a, C3.2b)
Risk Management — Disclose how the organization identifies, assesses, and manages climate-related risks.	
Describe the organization's processes for identifying and assessing climate-related risks	CDP (C2.1, C2.1b, C2.2, C2.2a)
Describe the organization's processes for managing climate-related risks.	CDP (C2.1, C2.2, C2.3a)
Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organization's overall risk management	CDP (C2.1, C2.1b, C2.2), 2023 Proxy Statement, pages 33-36
Metrics — Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.	
Disclose the metrics used by the organization to assess climate-related risks and opportunities in line with its strategy and risk management process	2022 Scope 1 emissions: 31,100, CDP (C6.1) 2022 Scope 2 emissions, location-based: 67,000, CDP (C6.3) 2022 Scope 2 emissions, market-based: 61,000, CDP (C6.3)
Disclose Scope 1, Scope 2, and, if appropriate, Scope 3 greenhouse gas (GHG) emissions, and the related risks	2022 Scope 1 and 2 emissions intensity (MT CO_2e/revenue): 0.000006, CDP (C6.10), 2023 ESG Report, pages 20, 51 2022 Scope 3 emissions: please see CDP (C6.5) Environmentally Preferable Product revenue: 2023 ESG Report, pages 10, 51 Other: CDP (C2.3a, C2.4a)
Describe the targets used by the organization to manage climate-related risks and opportunities and performance against targets	2022 CDP (C4.1, C4.1a) 2023 ESG Report, pages 20-23

2023 Environmental, Social and Governance Report

For our most up-to-date news, visit graingeresg.com.

We welcome your feedback at graingeresg@grainger.com.

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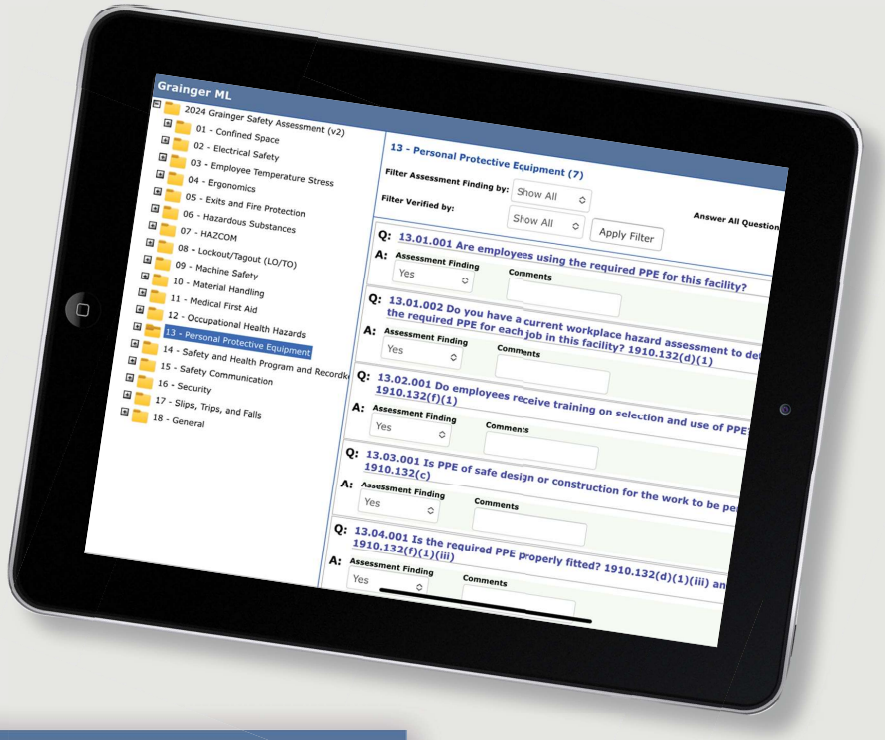
Exhibit 03 – Grainger Safety Assessment Brochure

GRAINGER SAFETY ASSESSMENTS

Let our team of more than 60 experienced Board-Certified Safety Professionals support your environmental, health and safety initiatives. Working with you, we'll conduct a detailed, standards-based evaluation using the unique **Grainger Safety Assessment** platform to help deliver personalized solutions across your operations.*

ASSESSMENTS INCLUDE:

- Confined Space
- Electrical Safety
- Environmental Hazards
- Ergonomics
- Exits & Fire Protection
- Hazardous Communication
- Lockout/Tagout
- Machine Guarding
- Material Handling
- Medical First Aid
- Occupational Health Hazards
- Personal Protective Equipment
- Recordkeeping
- Security
- Slips, Trips & Falls
- Temperature Stress





PERSONALIZED: Interactive form allows our safety team to add comments and take photos on site, providing a quick and comprehensive reference of the inspection findings.

DYNAMIC: Questions change based on your specific answers, helping our safety professionals recommend and deliver an appropriate safety solution.

ORGANIZED: Forms are customized for all locations within your facility. Easy-to-read results help you quickly identify safety issues/ immediate needs and work with one of our safety professionals to resolve them.

GRAINGER SAFETY ASSESSMENT PROCESS:

- Meet with your aligned Grainger Field Safety Professional (FSP) to discuss your needs
- FSP conducts facility assessment
- FSP meets with you to discuss findings and recommendations

Contact your Grainger rep for a compliance check and get instant results!

*Note: *This content is intended for general information purposes only. It is not a substitute for review of the applicable government regulations and standards, and should not be construed as legal advice or opinion. For specific compliance questions, refer to the cited regulation or consult with an attorney.*

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Exhibit 04 – 1 – Sample Invoice



GRAINGER®

INVOICE

This Document is Confidential & Proprietary, Trade Secret Protected.

Exhibit 04-2 - Sample Invoice



GRAINGER®

ORIGINAL INVOICE

This Document is Confidential & Proprietary, Trade Secret Protected.

Exhibit 05 – Sample Item Purchase History (IPH) Report

The information contained in these reports is confidential. It is the property of W.W. Grainger, Inc. Unauthorized use, disclosure or copying of this information is strictly prohibited and may be unlawful.

Low Sensitivity

Exhibit 06 -Grainger US Branch & DC Locations



Location	Address	City	State	Zip Code
Grainger DC	4700 Hamner Ave.	MIRA LOMA	CA	91752
Grainger DC	8001 Forshee Dr.	JACKSONVILLE	FL	32219
Grainger DC	701 Grainger Way	MINOOKA	IL	60447
Grainger DC	11200 E. 210 Hwy.	KANSAS CITY	MO	64161
Grainger DC	4300 Old Airways Rd.	SOUTHAVEN	MS	38671
Grainger DC	400 Bordentown Hedding Rd	BORDENTOWN	NJ	08505
Grainger DC	8211 Bavaria Dr E	MACEDONIA	OH	44056
Grainger DC	101 Southchase Blvd.	FOUNTAIN INN	SC	29644
Grainger DC	201 Freedom Dr.	ROANOKE	TX	76262
Grainger DC	95 S. Tejon St.	DENVER	CO	80223
Grainger DC	2450 Annapolis Lane N.	PLYMOUTH	MN	55441
Grainger DC	6725 S. Todd Blvd.	TUKWILA	WA	98188
Grainger DC	8701 Minor Lane	LOUISVILLE	KY	40219
Grainger DC	2710 Keystone Pacific Parkway	PATTERSON	CA	95363
Future DC		Gresham	OR	
Future DC		Houston	TX	
Bulk Warehouse	1051 Carson Ct	Easton	PA	18045
Bulk Warehouse	15350 North Beach St	Fort Worth	TX	76177
Bulk Warehouse		Pineville	NC	
Bulk Warehouse	6590 Pritchard Rd	Jacksonville	FL	32219
Bulk Warehouse	4130 Indian Ave	Los Angeles	CA	92571
Bulk Warehouse	3501 Corporate Dr	Joliet	IL	60431
Grainger Branch	6240 B St.	ANCHORAGE	AK	99518-1727
Grainger Branch	3735 First Ave. N.	BIRMINGHAM	AL	35222-1301
Grainger Branch	1912 Jordan Lane NW	HUNTSVILLE	AL	35816-1542
Grainger Branch	1241 Montlimar Dr.	MOBILE	AL	36609-1712
Grainger Branch	541 George Todd Dr.	MONTGOMERY	AL	36117-2233
Grainger Branch	3807 Planters Rd.	FT. SMITH	AR	72908-8461

Location	Address	City	State	Zip Code
Grainger Branch	6100 Murray St.	LITTLE ROCK	AR	72209-8528
Grainger Branch	1205 S. Old Missouri Rd.	SPRINGDALE	AR	72764-1152
Grainger Branch	960 N. 51st Ave	PHOENIX	AZ	85043-2625
Grainger Branch	2002 W. Rose Garden Lane	PHOENIX	AZ	85027-2620
Grainger Branch	4465 E. Broadway Rd.	PHOENIX	AZ	85040-8892
Grainger Branch	775 E Baseline Rd	GILBERT	AZ	85233-1203
Grainger Branch	3415 S. Dodge Blvd.	TUCSON	AZ	85713-5434
Grainger Branch	3900 Easton Dr.	BAKERSFIELD	CA	93309-1083
Grainger Branch	1335 Tuolumne St.	FRESNO	CA	93706-2017
Grainger Branch	9220 Hyssop Dr.	RANCHO CUCAMONGA	CA	91730-6108
Grainger Branch	1151 E. Columbia Ave.	RIVERSIDE	CA	92507-2113
Grainger Branch	310 E. Ball Rd.	ANAHEIM	CA	92805-6312
Grainger Branch	8930 Winnetka Ave.	NORTHRIDGE	CA	91324-3200
Grainger Branch	1050 W. Walnut St.	COMPTON	CA	90220-5112
Grainger Branch	101 S. Rice Ave.	OXNARD	CA	93030-7235
Grainger Branch	570 S. Alameda St.	LOS ANGELES	CA	90013-1726
Grainger Branch	10804 S. La Cienega Blvd.	INGLEWOOD	CA	90304-1113
Grainger Branch	10137 S. Norwalk Blvd..	SANTA FE SPRINGS	CA	90670-3325
Grainger Branch	1554 BROOKHOLLOW DR SUITE A	SANTA ANA	CA	92705-5508
Grainger Branch	444 Doolittle Dr.	SAN LEANDRO	CA	94577-1016
Grainger Branch	2288 Pike Ct.	CONCORD	CA	94520-1251
Grainger Branch	3691 Industrial Blvd.	WEST SACRAMENTO	CA	95691-3456
Grainger Branch	1334 Dayton St.	SALINAS	CA	93901-4416
Grainger Branch	1150 Bay Blvd.	CHULA VISTA	CA	91911-2601
Grainger Branch	1321 Linda Vista Dr.	SAN MARCOS	CA	92078-3804

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	8001 Raytheon Rd.	SAN DIEGO	CA	92111-1608
Grainger Branch	1360 Rollins Rd	BURLINGAME	CA	94010-2410
Grainger Branch	2261 Ringwood Ave.	SAN JOSE	CA	95131-1717
Grainger Branch	5760 Commerce Blvd.	ROHNERT PARK	CA	94928-1630
Grainger Branch	2501 Stagecoach Rd.	STOCKTON	CA	95215-7909
Grainger Branch	6412 Tupelo Dr. #G	CITRUS HEIGHTS	CA	95621-1773
Grainger Branch	12871 Western Ave., Suite A	GARDEN GROVE	CA	92841-4032
Grainger Branch	4885 Paris St.	DENVER	CO	80239-2811
Grainger Branch	4531 Innovation Dr.	FORT COLLINS	CO	80525-3406
Grainger Branch	610 Popes Bluff Trail	COLORADO SPRINGS	CO	80907-3512
Grainger Branch	95 S. Tejon St.	DENVER	CO	80223-1251
Grainger Branch	6935 Broadway	DENVER	CO	80221-2841
Grainger Branch	124 Universal Dr.	NORTH HAVEN	CT	06473-3630
Grainger Branch	75 Maxim Rd.	HARTFORD	CT	06114-1605
Grainger Branch	117 Quigley Blvd.	NEW CASTLE	DE	19720-4103
Grainger Branch	12431 Metro Pkwy.	FT. MYERS	FL	33966-1316
Grainger Branch	8450 Philips Hwy.	JACKSONVILLE	FL	32256-8206
Grainger Branch	2255 NW 89TH Place	DORAL	FL	33172-2428
Grainger Branch	2131 SW 2nd St. Bldg 8	POMPANO BEACH	FL	33069-3100
Grainger Branch	1800 N. Florida Mango Rd.	WEST PALM BEACH	FL	33409-6406
Grainger Branch	7200 NW 37TH Ave.	MIAMI	FL	33147-5838
Grainger Branch	2620 SW 17th Rd., Ste 300	OCALA	FL	34471-2096
Grainger Branch	4180 L B Mcleod Rd.	ORLANDO	FL	32811-5695
Grainger Branch	101 S. Wickham Rd.	WEST MELBOURNE	FL	32904-1131
Grainger Branch	3924 W. Pensacola St.	TALLAHASSEE	FL	32304-2838

Location	Address	City	State	Zip Code
Grainger Branch	12579 49TH St. N.	CLEARWATER	FL	33762-4313
Grainger Branch	6685 Whitfield Industrial Ave.	SARASOTA	FL	34243-4012
Grainger Branch	1820 Tampa East Blvd.	TAMPA	FL	33619-3052
Grainger Branch	4505 W. Hillsborough Ave	TAMPA	FL	33614-5441
Grainger Branch	631 S. Marietta Pkwy SE	MARIETTA	GA	30060-2748
Grainger Branch	6655 Crescent Dr	NORCROSS	GA	30071-2934
Grainger Branch	5300 Frontage Rd. Suite A-1	FOREST PARK	GA	30297-2516
Grainger Branch	1205 Commerce Rd.	ATHENS	GA	30607-1101
Grainger Branch	2048 Paul Walsh Dr.	MACON	GA	31206-3168
Grainger Branch	1721 Marietta Blvd. NW	ATLANTA	GA	30318-3646
Grainger Branch	1516 Gordon Hwy.	AUGUSTA	GA	30906-2006
Grainger Branch	1324 US Highway 80 W	GARDEN CITY	GA	31408-2547
Grainger Branch	2833 Paa Street	HONOLULU	HI	96819-4406
Grainger Branch	715 33RD Ave. SW	CEDAR RAPIDS	IA	52404-3924
Grainger Branch	961 E. 53RD St.	DAVENPORT	IA	52807-2633
Grainger Branch	1811 E. Sheridan Ave.	DES MOINES	IA	50316-1803
Grainger Branch	5576 Irving St.	BOISE	ID	83706-1216
Grainger Branch	2356 S Ashland Ave	CHICAGO	IL	60608-5304
Grainger Branch	2701 Ogden Ave.	DOWNERS GROVE	IL	60515-1704
Grainger Branch	8045 River Dr.	MORTON GROVE	IL	60053-2651
Grainger Branch	475 E. Algonquin Rd.	ARLINGTON HEIGHTS	IL	60005-4620
Grainger Branch	6001 W. 115TH St.	ALSIP	IL	60803-5152
Grainger Branch	6450 S. Austin Ave.	CHICAGO	IL	60638-5394
Grainger Branch	3240 Mannheim Rd.	FRANKLIN PARK	IL	60131-1532
Grainger Branch	2221 N. Elston Ave.	CHICAGO	IL	60614-2905

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	3585 Sunset Ave.	WAUKEGAN	IL	60087-3217
Grainger Branch	1017 SW Jefferson Ave.	PEORIA	IL	61605-3948
Grainger Branch	5862 Harrison Ave	ROCKFORD	IL	61108-8127
Grainger Branch	1701 Cline Ave.	GARY	IN	46406-2225
Grainger Branch	837 N. Congress Ave.	EVANSVILLE	IN	47715-2452
Grainger Branch	1819 W. 16TH St.	INDIANAPOLIS	IN	46202-2032
Grainger Branch	9210 Corporation Dr.	INDIANAPOLIS	IN	46256-1017
Grainger Branch	1750 Commerce Dr.	SOUTH BEND	IN	46628-1565
Grainger Branch	14790 W. 99TH St.	LENEXA	KS	66215-1109
Grainger Branch	1920 S. West St.	WICHITA	KS	67213-1108
Grainger Branch	1351 Georgetown Rd.	LEXINGTON	KY	40511-2503
Grainger Branch	1901 Plantside Dr.	LOUISVILLE	KY	40299-1919
Grainger Branch	1508 Eraste Landry Rd.	LAFAYETTE	LA	70506-1989
Grainger Branch	2502 S Cities Service Hwy	SULPHUR	LA	70663-6405
Grainger Branch	500 Thomas Rd.	WEST MONROE	LA	71292-9454
Grainger Branch	12455 Airline Highway	BATON ROUGE	LA	70817
Grainger Branch	9506 Ashland Rd	GONZALES	LA	70737-8097
Grainger Branch	825 Distributors Row	NEW ORLEANS	LA	70123-3209
Grainger Branch	601 S. Galvez St.	NEW ORLEANS	LA	70119-7517
Grainger Branch	5126 Hollywood Ave.	SHREVEPORT	LA	71109-7716
Grainger Branch	428 University Ave.	NORWOOD	MA	02062-2638
Grainger Branch	31 Cabot Rd.	WOBURN	MA	01801-1003
Grainger Branch	160 Broadway	EVERETT	MA	02149-2460
Grainger Branch	400 Arsenal St.	WATERTOWN	MA	02472-2805
Grainger Branch	790 Cottage St.	SPRINGFIELD	MA	01104-3221

Location	Address	City	State	Zip Code
Grainger Branch	10981 Guilford Rd.	ANNAPOLIS JUNCTION	MD	20701-1125
Grainger Branch	4748 Forbes Blvd.	LANHAM	MD	20706-4302
Grainger Branch	8820 Citation Road	BALTIMORE	MD	21221-3101
Grainger Branch	701 Dover Road	ROCKVILLE	MD	20850-1392
Grainger Branch	2100 Haines St.	BALTIMORE	MD	21230-3206
Grainger Branch	425 Warren Ave.	PORTLAND	ME	04103-1287
Grainger Branch	1587 E. Whitcomb Ave.	MADISON HEIGHTS	MI	48071-1415
Grainger Branch	6874 Middlebelt Rd.	ROMULUS	MI	48174-2041
Grainger Branch	23800 Haggerty Rd.	FARMINGTON HILLS	MI	48335-2617
Grainger Branch	25940 Groesbeck Hwy.	WARREN	MI	48089-4144
Grainger Branch	2915 Boardwalk St.	ANN ARBOR	MI	48104-6765
Grainger Branch	2711 Lapeer Rd.	FLINT	MI	48503-4354
Grainger Branch	1201 W. Lafayette Blvd.	DETROIT	MI	48226-3008
Grainger Branch	3803 Roger B Chaffee SE	GRAND RAPIDS	MI	49548-3437
Grainger Branch	2476 Azo Dr.	KALAMAZOO	MI	49048-9540
Grainger Branch	5617 Enterprise Dr.	LANSING	MI	48911-4194
Grainger Branch	220 W. Morley Dr.	SAGINAW	MI	48601-9464
Grainger Branch	201 E. 78TH St.	BLOOMINGTON	MN	55420-1249
Grainger Branch	345 Plato Blvd E Ste 120	ST. PAUL	MN	55107-1228
Grainger Branch	2450 Annapolis Lane N.	PLYMOUTH	MN	55441-3600
Grainger Branch	2300 E. 18TH St.	KANSAS CITY	MO	64127-2543
Grainger Branch	2227 Clark Ave.	ST. LOUIS	MO	63103-2539
Grainger Branch	2535 Metro Blvd.	MARYLAND HEIGHTS	MO	63043-2409
Grainger Branch	808 N. Cedarbrook Ave.	SPRINGFIELD	MO	65802-2522
Grainger Branch	3551 I-55 S.	JACKSON	MS	39212-4963

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	221 Moore Lane	BILLINGS	MT	59101-3418
Grainger Branch	834 Riverside Dr.	ASHEVILLE	NC	28804-3222
Grainger Branch	1440 Westinghouse Blvd Suite L	CHARLOTTE	NC	28273
Grainger Branch	1401 S. Mint St.	CHARLOTTE	NC	28203-4135
Grainger Branch	2506 Greengate Dr.	GREENSBORO	NC	27406-5241
Grainger Branch	4820 Signett Dr.	RALEIGH	NC	27616-2824
Grainger Branch	505 Covil Ave.	WILMINGTON	NC	28403-2652
Grainger Branch	3825 12TH Ave. N.	FARGO	ND	58102-2906
Grainger Branch	9345 J St.	OMAHA	NE	68127-1206
Grainger Branch	370 E. Industrial Park Dr.	MANCHESTER	NH	03109-5310
Grainger Branch	1001 Hadley Rd.	SOUTH PLAINFIELD	NJ	07080-1102
Grainger Branch	308 Allwood Rd.	CLIFTON	NJ	07012-1701
Grainger Branch	212 Industrial Way W.	EATONTOWN	NJ	07724-2206
Grainger Branch	560-596 Bercik St. Suite 1	ELIZABETH	NJ	7201
Grainger Branch	819 E Gate Dr.	MT. LAUREL	NJ	08054-1208
Grainger Branch	3901 Osuna Rd. NE	ALBUQUERQUE	NM	87109-4431
Grainger Branch	1201 San Juan Blvd.	FARMINGTON	NM	87401-2723
Grainger Branch	2401 Western Ave.	LAS VEGAS	NV	89102-4815
Grainger Branch	900 Packer Way	SPARKS	NV	89431-6441
Grainger Branch	35 Corporate Circle	ALBANY	NY	12203-5154
Grainger Branch	50 McKesson Pkwy.	BUFFALO	NY	14225-5116
Grainger Branch	58-45 Grand Ave.	MASPETH	NY	11378-3230
Grainger Branch	1 Park Dr.	MELVILLE	NY	11747-3035
Grainger Branch	505 Saw Mill River Rd.	ELMSFORD	NY	10523-1009

Location	Address	City	State	Zip Code
Grainger Branch	199 Orville Dr.	BOHEMIA	NY	11716-2515
Grainger Branch	815 3rd Ave.	BROOKLYN	NY	11232-1511
Grainger Branch	1999 Mt. Read Blvd.	ROCHESTER	NY	14615-3700
Grainger Branch	430 W. Metro Park	ROCHESTER	NY	14623-2619
Grainger Branch	6285 E. Molloy Rd.	EAST SYRACUSE	NY	13057-1037
Grainger Branch	4420 Glendale Milford Rd.	CINCINNATI	OH	45242-3708
Grainger Branch	939 W. 8th St.	CINCINNATI	OH	45203-1131
Grainger Branch	1035 Valley Belt Rd.	BROOKLYN HEIGHTS	OH	44131-1432
Grainger Branch	420 Kennedy Rd.	AKRON	OH	44305-4424
Grainger Branch	1721 6TH St. SW	CANTON	OH	44706-1203
Grainger Branch	3640 Interchange Rd.	COLUMBUS	OH	43204-1434
Grainger Branch	6999 Huntley Rd. Suite A	COLUMBUS	OH	43229-1031
Grainger Branch	8700 LeSaint Drive	FAIRFIELD	OH	45014-2260
Grainger Branch	2321 Needmore Road	DAYTON	OH	45414-4147
Grainger Branch	1300 Third St.	PERRYSBURG	OH	43551-4349
Grainger Branch	360 Victoria Rd.	YOUNGSTOWN	OH	44515-2026
Grainger Branch	4314 Will Rogers Pkwy.	OKLAHOMA CITY	OK	73108-1864
Grainger Branch	10707 E. Pine St.	TULSA	OK	74116-1547
Grainger Branch	6335 N. Basin Ave.	PORTLAND	OR	97217-3915
Grainger Branch	2011 Avenue C	BETHLEHEM	PA	18017-2117
Grainger Branch	415 W. 12TH St.	ERIE	PA	16501-1505
Grainger Branch	4320 Lewis Rd.	HARRISBURG	PA	17111-2538
Grainger Branch	10401 Drummond Rd.	PHILADELPHIA	PA	19154-3805
Grainger Branch	1530 Delmar Dr.	FOLCROFT	PA	19032-2102

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	401 N. 8TH St.	PHILADELPHIA	PA	19123-3902
Grainger Branch	201 RIDC Park West Dr. AIRPORT LOCATION	PITTSBURGH	PA	15275-1003
Grainger Branch	3150 Liberty Ave.	PITTSBURGH	PA	15201-1416
Grainger Branch	78 Jefferson Blvd.	WARWICK	RI	02888-1064
Grainger Branch	7401 Pepperdam Ave.	NORTH CHARLESTON	SC	29418-8434
Grainger Branch	550 Chris Dr.	WEST COLUMBIA	SC	29169-4669
Grainger Branch	730 Congaree Rd.	GREENVILLE	SC	29607-3598
Grainger Branch	500 E. 50TH St. N.	SIOUX FALLS	SD	57104-0631
Grainger Branch	902 Creekside Rd.	CHATTANOOGA	TN	37406-1053
Grainger Branch	6500 Baum Dr.	KNOXVILLE	TN	37919-7309
Grainger Branch	1901 Nonconnah Blvd.	MEMPHIS	TN	38132-2106
Grainger Branch	1938 Elm Tree Dr.	NASHVILLE	TN	37210-3718
Grainger Branch	1021 Dr. M.L.K. Jr Blvd.	NASHVILLE	TN	37203-5741
Grainger Branch	5807 Canyon Dr.	AMARILLO	TX	79110-3026
Grainger Branch	7950 Research Blvd. Ste 101	AUSTIN	TX	78758-8425
Grainger Branch	125 Sawyer St.	BEAUMONT	TX	77702-2216
Grainger Branch	430 Sun Belt Dr.	CORPUS CHRISTI	TX	78408-2411
Grainger Branch	322 West Main Suites 120 & 140	KENEDY	TX	78119
Grainger Branch	2251 E. Division St. Ste A	ARLINGTON	TX	76011-6619
Grainger Branch	1305 N. Interstate 35E	CARROLLTON	TX	75006-8628
Grainger Branch	300 W. Vickery Blvd	FORT WORTH	TX	76104-1201
Grainger Branch	8321 John W Carpenter Fwy	DALLAS	TX	75247
Grainger Branch	5000 Northeast Pkwy.	FORT WORTH	TX	76106-1819
Grainger Branch	2701 W. Kingsley Rd.	GARLAND	TX	75041-2406

Location	Address	City	State	Zip Code
Grainger Branch	6901 Imperial Dr.	WACO	TX	76712-6813
Grainger Branch	4242 Platinum Way	DALLAS	TX	75237-1618
Grainger Branch	2601 E. Plano Pkwy.	PLANO	TX	75074-7416
Grainger Branch	6006 E. Ben White Blvd., Suite 500	AUSTIN	TX	78741-7504
Grainger Branch	1400 Lomaland Dr.	EL PASO	TX	79935-5207
Grainger Branch	1251 Hall Court	DEER PARK	TX	77536-6558
Grainger Branch	4545 Darien St.	HOUSTON	TX	77028-5911
Grainger Branch	8200 Pinemont Dr.	HOUSTON	TX	77040-6500
Grainger Branch	1222 S Loop W	HOUSTON	TX	77054-4012
Grainger Branch	3900 Greenbriar Dr.	STAFFORD	TX	77477-3919
Grainger Branch	16741 North Freeway	HOUSTON	TX	77090-5105
Grainger Branch	6050 Southwest Freeway	HOUSTON	TX	77057-7514
Grainger Branch	2323 N. Frazier St	CONROE	TX	77303-1754
Grainger Branch	17010 Katy Fwy.	HOUSTON	TX	77094-1410
Grainger Branch	1408 W. Villa Maria Rd	BRYAN	TX	77801-4213
Grainger Branch	610 Gale St.	LAREDO	TX	78041-6005
Grainger Branch	1507 W. Cotton St.	LONGVIEW	TX	75604-5522
Grainger Branch	502 E. 40TH St.	LUBBOCK	TX	79404-2816
Grainger Branch	921 E. Pecan Blvd.	MCALLEN	TX	78501-5710
Grainger Branch	4110 S. County Rd. 1276	MIDLAND	TX	79706-3042
Grainger Branch	5011 Rittiman Rd.	SAN ANTONIO	TX	78218-4638
Grainger Branch	4924 NW Loop 410	SAN ANTONIO	TX	78229-5312
Grainger Branch	2775 S. 900 W.	SOUTH SALT LAKE CITY	UT	84119-2447
Grainger Branch	2958 South 1900 W.	OGDEN	UT	84401-3228
Grainger Branch	1401 Sewells Point Rd.	NORFOLK	VA	23502-2057

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	2424 Magnolia Court	RICHMOND	VA	23223-2332
Grainger Branch	2947 Gallows Rd.	FALLS CHURCH	VA	22042-1024
Grainger Branch	101 International Dr.	DULLES	VA	20166-9442
Grainger Branch	3306 W. Marie St.	PASCO	WA	99301-3899
Grainger Branch	2802 Pacific Hwy. E.	FIFE	WA	98424-1021
Grainger Branch	6141 4th Avenue S	SEATTLE	WA	98108
Grainger Branch	3013 Walnut St.	EVERETT	WA	98201-3846
Grainger Branch	5706 E. Broadway Ave.	SPOKANE VALLEY	WA	99212-0912
Grainger Branch	6725 S. Todd Blvd.	TUKWILA	WA	98188-4771
Grainger Branch	751 Morris Ave.	GREEN BAY	WI	54304-4558
Grainger Branch	600 N. Lynndale Dr.	APPLETON	WI	54914-3021

Location	Address	City	State	Zip Code
Grainger Branch	501 Atlas Ave.	MADISON	WI	53714-3107
Grainger Branch	5819 N. 117TH St.	MILWAUKEE	WI	53225-2245
Grainger Branch	N21 W23020 Watertown Rd.	WAUKESHA	WI	53188-1001
Grainger Branch	202 N. Jackson St.	MILWAUKEE	WI	53202-5903
Grainger Branch	3000 7TH Ave. W.	CHARLESTON	WV	25387-1731
Grainger Branch	440 3RD Ave.	HUNTINGTON	WV	25701-1305
Grainger Branch	1110 Wilkins Circle	CASPER	WY	82601-1331
Grainger Branch	105 Ave Conquistadores	Catano	Puerto Rico	962
Grainger Branch	Ave Algarrobos Edificio 4	Mayaguez	Puerto Rico	680
Grainger Branch	Calle E Lote 4 y 5	Caguas	Puerto Rico	725
Grainger Branch	1642 Suite 102	Ponce	Puerto Rico	717

Low Sensitivity

Exhibit 07 – City of Tucson Business License

CITY OF
TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

WW GRAINGER INC
100 GRAINGER PKWY
LAKE FOREST, IL 60045-5202

License Number: T1011332
Issue Date: January 23, 2023
Expiration Date: December 31, 2023

Owner:
WW GRAINGER INC

Doing Business As:
WW GRAINGER INC

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2023
Expiration Date: December 31, 2023

CITY OF
TUCSON

Non-Transferable

T1011332

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: WW GRAINGER INC

Located At: 3415 S DODGE BLVD TUCSON, AZ 85713-5434

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

Attachments for OMNIA Partners



Exhibit O01 – Grainger DUNS Report



This document is considered Confidential & Proprietary, Trade Secret protected.

Exhibit O02 – Grainger US Branch & DC Locations

Location	Address	City	State	Zip Code
Grainger DC	4700 Hamner Ave.	MIRA LOMA	CA	91752
Grainger DC	8001 Forshee Dr.	JACKSONVILLE	FL	32219
Grainger DC	701 Grainger Way	MINOOKA	IL	60447
Grainger DC	11200 E. 210 Hwy.	KANSAS CITY	MO	64161
Grainger DC	4300 Old Airways Rd.	SOUTHAVEN	MS	38671
Grainger DC	400 Bordentown Hedding Rd	BORDENTOWN	NJ	08505
Grainger DC	8211 Bavaria Dr E	MACEDONIA	OH	44056
Grainger DC	101 Southchase Blvd.	FOUNTAIN INN	SC	29644
Grainger DC	201 Freedom Dr.	ROANOKE	TX	76262
Grainger DC	95 S. Tejon St.	DENVER	CO	80223
Grainger DC	2450 Annapolis Lane N.	PLYMOUTH	MN	55441
Grainger DC	6725 S. Todd Blvd.	TUKWILA	WA	98188
Grainger DC	8701 Minor Lane	LOUISVILLE	KY	40219
Grainger DC	2710 Keystone Pacific Parkway	PATTERSON	CA	95363
Future DC		Gresham	OR	
Future DC		Houston	TX	
Bulk Warehouse	1051 Carson Ct	Easton	PA	18045
Bulk Warehouse	15350 North Beach St	Fort Worth	TX	76177
Bulk Warehouse		Pineville	NC	
Bulk Warehouse	6590 Pritchard Rd	Jacksonville	FL	32219
Bulk Warehouse	4130 Indian Ave	Los Angeles	CA	92571
Bulk Warehouse	3501 Corporate Dr	Joliet	IL	60431
Grainger Branch	6240 B St.	ANCHORAGE	AK	99518-1727
Grainger Branch	3735 First Ave. N.	BIRMINGHAM	AL	35222-1301
Grainger Branch	1912 Jordan Lane NW	HUNTSVILLE	AL	35816-1542
Grainger Branch	1241 Montlimar Dr.	MOBILE	AL	36609-1712
Grainger Branch	541 George Todd Dr.	MONTGOMERY	AL	36117-2233
Grainger Branch	3807 Planters Rd.	FT. SMITH	AR	72908-8461

Location	Address	City	State	Zip Code
Grainger Branch	6100 Murray St.	LITTLE ROCK	AR	72209-8528
Grainger Branch	1205 S. Old Missouri Rd.	SPRINGDALE	AR	72764-1152
Grainger Branch	960 N. 51st Ave	PHOENIX	AZ	85043-2625
Grainger Branch	2002 W. Rose Garden Lane	PHOENIX	AZ	85027-2620
Grainger Branch	4465 E. Broadway Rd.	PHOENIX	AZ	85040-8892
Grainger Branch	775 E Baseline Rd	GILBERT	AZ	85233-1203
Grainger Branch	3415 S. Dodge Blvd.	TUCSON	AZ	85713-5434
Grainger Branch	3900 Easton Dr.	BAKERSFIELD	CA	93309-1083
Grainger Branch	1335 Tuolumne St.	FRESNO	CA	93706-2017
Grainger Branch	9220 Hyssop Dr.	RANCHO CUCAMONGA	CA	91730-6108
Grainger Branch	1151 E. Columbia Ave.	RIVERSIDE	CA	92507-2113
Grainger Branch	310 E. Ball Rd.	ANAHEIM	CA	92805-6312
Grainger Branch	8930 Winnetka Ave.	NORTHRIDGE	CA	91324-3200
Grainger Branch	1050 W. Walnut St.	COMPTON	CA	90220-5112
Grainger Branch	101 S. Rice Ave.	OXNARD	CA	93030-7235
Grainger Branch	570 S. Alameda St.	LOS ANGELES	CA	90013-1726
Grainger Branch	10804 S. La Cienega Blvd.	INGLEWOOD	CA	90304-1113
Grainger Branch	10137 S. Norwalk Blvd..	SANTA FE SPRINGS	CA	90670-3325
Grainger Branch	1554 BROOKHOLLOW DR SUITE A	SANTA ANA	CA	92705-5508
Grainger Branch	444 Doolittle Dr.	SAN LEANDRO	CA	94577-1016
Grainger Branch	2288 Pike Ct.	CONCORD	CA	94520-1251
Grainger Branch	3691 Industrial Blvd.	WEST SACRAMENTO	CA	95691-3456
Grainger Branch	1334 Dayton St.	SALINAS	CA	93901-4416
Grainger Branch	1150 Bay Blvd.	CHULA VISTA	CA	91911-2601
Grainger Branch	1321 Linda Vista Dr.	SAN MARCOS	CA	92078-3804

Location	Address	City	State	Zip Code
Grainger Branch	8001 Raytheon Rd.	SAN DIEGO	CA	92111-1608
Grainger Branch	1360 Rollins Rd	BURLINGAME	CA	94010-2410
Grainger Branch	2261 Ringwood Ave.	SAN JOSE	CA	95131-1717
Grainger Branch	5760 Commerce Blvd.	ROHNERT PARK	CA	94928-1630
Grainger Branch	2501 Stagecoach Rd.	STOCKTON	CA	95215-7909
Grainger Branch	6412 Tupelo Dr. #G	CITRUS HEIGHTS	CA	95621-1773
Grainger Branch	12871 Western Ave., Suite A	GARDEN GROVE	CA	92841-4032
Grainger Branch	4885 Paris St.	DENVER	CO	80239-2811
Grainger Branch	4531 Innovation Dr.	FORT COLLINS	CO	80525-3406
Grainger Branch	610 Popes Bluff Trail	COLORADO SPRINGS	CO	80907-3512
Grainger Branch	95 S. Tejon St.	DENVER	CO	80223-1251
Grainger Branch	6935 Broadway	DENVER	CO	80221-2841
Grainger Branch	124 Universal Dr.	NORTH HAVEN	CT	06473-3630
Grainger Branch	75 Maxim Rd.	HARTFORD	CT	06114-1605
Grainger Branch	117 Quigley Blvd.	NEW CASTLE	DE	19720-4103
Grainger Branch	12431 Metro Pkwy.	FT. MYERS	FL	33966-1316
Grainger Branch	8450 Philips Hwy.	JACKSONVILLE	FL	32256-8206
Grainger Branch	2255 NW 89TH Place	DORAL	FL	33172-2428
Grainger Branch	2131 SW 2nd St. Bldg 8	POMPANO BEACH	FL	33069-3100
Grainger Branch	1800 N. Florida Mango Rd.	WEST PALM BEACH	FL	33409-6406
Grainger Branch	7200 NW 37TH Ave.	MIAMI	FL	33147-5838
Grainger Branch	2620 SW 17th Rd., Ste 300	OCALA	FL	34471-2096
Grainger Branch	4180 L B Mcleod Rd.	ORLANDO	FL	32811-5695
Grainger Branch	101 S. Wickham Rd.	WEST MELBOURNE	FL	32904-1131
Grainger Branch	3924 W. Pensacola St.	TALLAHASSEE	FL	32304-2838

Location	Address	City	State	Zip Code
Grainger Branch	12579 49TH St. N.	CLEARWATER	FL	33762-4313
Grainger Branch	6685 Whitfield Industrial Ave.	SARASOTA	FL	34243-4012
Grainger Branch	1820 Tampa East Blvd.	TAMPA	FL	33619-3052
Grainger Branch	4505 W. Hillsborough Ave	TAMPA	FL	33614-5441
Grainger Branch	631 S. Marietta Pkwy SE	MARIETTA	GA	30060-2748
Grainger Branch	6655 Crescent Dr	NORCROSS	GA	30071-2934
Grainger Branch	5300 Frontage Rd. Suite A-1	FOREST PARK	GA	30297-2516
Grainger Branch	1205 Commerce Rd.	ATHENS	GA	30607-1101
Grainger Branch	2048 Paul Walsh Dr.	MACON	GA	31206-3168
Grainger Branch	1721 Marietta Blvd. NW	ATLANTA	GA	30318-3646
Grainger Branch	1516 Gordon Hwy.	AUGUSTA	GA	30906-2006
Grainger Branch	1324 US Highway 80 W	GARDEN CITY	GA	31408-2547
Grainger Branch	2833 Paa Street	HONOLULU	HI	96819-4406
Grainger Branch	715 33RD Ave. SW	CEDAR RAPIDS	IA	52404-3924
Grainger Branch	961 E. 53RD St.	DAVENPORT	IA	52807-2633
Grainger Branch	1811 E. Sheridan Ave.	DES MOINES	IA	50316-1803
Grainger Branch	5576 Irving St.	BOISE	ID	83706-1216
Grainger Branch	2356 S Ashland Ave	CHICAGO	IL	60608-5304
Grainger Branch	2701 Ogden Ave.	DOWNERS GROVE	IL	60515-1704
Grainger Branch	8045 River Dr.	MORTON GROVE	IL	60053-2651
Grainger Branch	475 E. Algonquin Rd.	ARLINGTON HEIGHTS	IL	60005-4620
Grainger Branch	6001 W. 115TH St.	ALSIP	IL	60803-5152
Grainger Branch	6450 S. Austin Ave.	CHICAGO	IL	60638-5394
Grainger Branch	3240 Mannheim Rd.	FRANKLIN PARK	IL	60131-1532
Grainger Branch	2221 N. Elston Ave.	CHICAGO	IL	60614-2905

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	3585 Sunset Ave.	WAUKEGAN	IL	60087-3217
Grainger Branch	1017 SW Jefferson Ave.	PEORIA	IL	61605-3948
Grainger Branch	5862 Harrison Ave	ROCKFORD	IL	61108-8127
Grainger Branch	1701 Cline Ave.	GARY	IN	46406-2225
Grainger Branch	837 N. Congress Ave.	EVANSVILLE	IN	47715-2452
Grainger Branch	1819 W. 16TH St.	INDIANAPOLIS	IN	46202-2032
Grainger Branch	9210 Corporation Dr.	INDIANAPOLIS	IN	46256-1017
Grainger Branch	1750 Commerce Dr.	SOUTH BEND	IN	46628-1565
Grainger Branch	14790 W. 99TH St.	LENEXA	KS	66215-1109
Grainger Branch	1920 S. West St.	WICHITA	KS	67213-1108
Grainger Branch	1351 Georgetown Rd.	LEXINGTON	KY	40511-2503
Grainger Branch	1901 Plantside Dr.	LOUISVILLE	KY	40299-1919
Grainger Branch	1508 Eraste Landry Rd.	LAFAYETTE	LA	70506-1989
Grainger Branch	2502 S Cities Service Hwy	SULPHUR	LA	70663-6405
Grainger Branch	500 Thomas Rd.	WEST MONROE	LA	71292-9454
Grainger Branch	12455 Airline Highway	BATON ROUGE	LA	70817
Grainger Branch	9506 Ashland Rd	GONZALES	LA	70737-8097
Grainger Branch	825 Distributors Row	NEW ORLEANS	LA	70123-3209
Grainger Branch	601 S. Galvez St.	NEW ORLEANS	LA	70119-7517
Grainger Branch	5126 Hollywood Ave.	SHREVEPORT	LA	71109-7716
Grainger Branch	428 University Ave.	NORWOOD	MA	02062-2638
Grainger Branch	31 Cabot Rd.	WOBURN	MA	01801-1003
Grainger Branch	160 Broadway	EVERETT	MA	02149-2460
Grainger Branch	400 Arsenal St.	WATERTOWN	MA	02472-2805
Grainger Branch	790 Cottage St.	SPRINGFIELD	MA	01104-3221

Location	Address	City	State	Zip Code
Grainger Branch	10981 Guilford Rd.	ANNAPOLIS JUNCTION	MD	20701-1125
Grainger Branch	4748 Forbes Blvd.	LANHAM	MD	20706-4302
Grainger Branch	8820 Citation Road	BALTIMORE	MD	21221-3101
Grainger Branch	701 Dover Road	ROCKVILLE	MD	20850-1392
Grainger Branch	2100 Haines St.	BALTIMORE	MD	21230-3206
Grainger Branch	425 Warren Ave.	PORTLAND	ME	04103-1287
Grainger Branch	1587 E. Whitcomb Ave.	MADISON HEIGHTS	MI	48071-1415
Grainger Branch	6874 Middlebelt Rd.	ROMULUS	MI	48174-2041
Grainger Branch	23800 Haggerty Rd.	FARMINGTON HILLS	MI	48335-2617
Grainger Branch	25940 Groesbeck Hwy.	WARREN	MI	48089-4144
Grainger Branch	2915 Boardwalk St.	ANN ARBOR	MI	48104-6765
Grainger Branch	2711 Lapeer Rd.	FLINT	MI	48503-4354
Grainger Branch	1201 W. Lafayette Blvd.	DETROIT	MI	48226-3008
Grainger Branch	3803 Roger B Chaffee SE	GRAND RAPIDS	MI	49548-3437
Grainger Branch	2476 Azo Dr.	KALAMAZOO	MI	49048-9540
Grainger Branch	5617 Enterprise Dr.	LANSING	MI	48911-4194
Grainger Branch	220 W. Morley Dr.	SAGINAW	MI	48601-9464
Grainger Branch	201 E. 78TH St.	BLOOMINGTON	MN	55420-1249
Grainger Branch	345 Plato Blvd E Ste 120	ST. PAUL	MN	55107-1228
Grainger Branch	2450 Annapolis Lane N.	PLYMOUTH	MN	55441-3600
Grainger Branch	2300 E. 18TH St.	KANSAS CITY	MO	64127-2543
Grainger Branch	2227 Clark Ave.	ST. LOUIS	MO	63103-2539
Grainger Branch	2535 Metro Blvd.	MARYLAND HEIGHTS	MO	63043-2409
Grainger Branch	808 N. Cedarbrook Ave.	SPRINGFIELD	MO	65802-2522
Grainger Branch	3551 I-55 S.	JACKSON	MS	39212-4963

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	221 Moore Lane	BILLINGS	MT	59101-3418
Grainger Branch	834 Riverside Dr.	ASHEVILLE	NC	28804-3222
Grainger Branch	1440 Westinghouse Blvd Suite L	CHARLOTTE	NC	28273
Grainger Branch	1401 S. Mint St.	CHARLOTTE	NC	28203-4135
Grainger Branch	2506 Greengate Dr.	GREENSBORO	NC	27406-5241
Grainger Branch	4820 Signett Dr.	RALEIGH	NC	27616-2824
Grainger Branch	505 Covil Ave.	WILMINGTON	NC	28403-2652
Grainger Branch	3825 12TH Ave. N.	FARGO	ND	58102-2906
Grainger Branch	9345 J St.	OMAHA	NE	68127-1206
Grainger Branch	370 E. Industrial Park Dr.	MANCHESTER	NH	03109-5310
Grainger Branch	1001 Hadley Rd.	SOUTH PLAINFIELD	NJ	07080-1102
Grainger Branch	308 Allwood Rd.	CLIFTON	NJ	07012-1701
Grainger Branch	212 Industrial Way W.	EATONTOWN	NJ	07724-2206
Grainger Branch	560-596 Bercik St. Suite 1	ELIZABETH	NJ	7201
Grainger Branch	819 E Gate Dr.	MT. LAUREL	NJ	08054-1208
Grainger Branch	3901 Osuna Rd. NE	ALBUQUERQUE	NM	87109-4431
Grainger Branch	1201 San Juan Blvd.	FARMINGTON	NM	87401-2723
Grainger Branch	2401 Western Ave.	LAS VEGAS	NV	89102-4815
Grainger Branch	900 Packer Way	SPARKS	NV	89431-6441
Grainger Branch	35 Corporate Circle	ALBANY	NY	12203-5154
Grainger Branch	50 McKesson Pkwy.	BUFFALO	NY	14225-5116
Grainger Branch	58-45 Grand Ave.	MASPETH	NY	11378-3230
Grainger Branch	1 Park Dr.	MELVILLE	NY	11747-3035
Grainger Branch	505 Saw Mill River Rd.	ELMSFORD	NY	10523-1009

Location	Address	City	State	Zip Code
Grainger Branch	199 Orville Dr.	BOHEMIA	NY	11716-2515
Grainger Branch	815 3rd Ave.	BROOKLYN	NY	11232-1511
Grainger Branch	1999 Mt. Read Blvd.	ROCHESTER	NY	14615-3700
Grainger Branch	430 W. Metro Park	ROCHESTER	NY	14623-2619
Grainger Branch	6285 E. Molloy Rd.	EAST SYRACUSE	NY	13057-1037
Grainger Branch	4420 Glendale Milford Rd.	CINCINNATI	OH	45242-3708
Grainger Branch	939 W. 8th St.	CINCINNATI	OH	45203-1131
Grainger Branch	1035 Valley Belt Rd.	BROOKLYN HEIGHTS	OH	44131-1432
Grainger Branch	420 Kennedy Rd.	AKRON	OH	44305-4424
Grainger Branch	1721 6TH St. SW	CANTON	OH	44706-1203
Grainger Branch	3640 Interchange Rd.	COLUMBUS	OH	43204-1434
Grainger Branch	6999 Huntley Rd. Suite A	COLUMBUS	OH	43229-1031
Grainger Branch	8700 LeSaint Drive	FAIRFIELD	OH	45014-2260
Grainger Branch	2321 Needmore Road	DAYTON	OH	45414-4147
Grainger Branch	1300 Third St.	PERRYSBURG	OH	43551-4349
Grainger Branch	360 Victoria Rd.	YOUNGSTOWN	OH	44515-2026
Grainger Branch	4314 Will Rogers Pkwy.	OKLAHOMA CITY	OK	73108-1864
Grainger Branch	10707 E. Pine St.	TULSA	OK	74116-1547
Grainger Branch	6335 N. Basin Ave.	PORTLAND	OR	97217-3915
Grainger Branch	2011 Avenue C	BETHLEHEM	PA	18017-2117
Grainger Branch	415 W. 12TH St.	ERIE	PA	16501-1505
Grainger Branch	4320 Lewis Rd.	HARRISBURG	PA	17111-2538
Grainger Branch	10401 Drummond Rd.	PHILADELPHIA	PA	19154-3805
Grainger Branch	1530 Delmar Dr.	FOLCROFT	PA	19032-2102

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	401 N. 8TH St.	PHILADELPHIA	PA	19123-3902
Grainger Branch	201 RIDC Park West Dr. AIRPORT LOCATION	PITTSBURGH	PA	15275-1003
Grainger Branch	3150 Liberty Ave.	PITTSBURGH	PA	15201-1416
Grainger Branch	78 Jefferson Blvd.	WARWICK	RI	02888-1064
Grainger Branch	7401 Pepperdam Ave.	NORTH CHARLESTON	SC	29418-8434
Grainger Branch	550 Chris Dr.	WEST COLUMBIA	SC	29169-4669
Grainger Branch	730 Congaree Rd.	GREENVILLE	SC	29607-3598
Grainger Branch	500 E. 50TH St. N.	SIOUX FALLS	SD	57104-0631
Grainger Branch	902 Creekside Rd.	CHATTANOOGA	TN	37406-1053
Grainger Branch	6500 Baum Dr.	KNOXVILLE	TN	37919-7309
Grainger Branch	1901 Nonconnah Blvd.	MEMPHIS	TN	38132-2106
Grainger Branch	1938 Elm Tree Dr.	NASHVILLE	TN	37210-3718
Grainger Branch	1021 Dr. M.L.K. Jr Blvd.	NASHVILLE	TN	37203-5741
Grainger Branch	5807 Canyon Dr.	AMARILLO	TX	79110-3026
Grainger Branch	7950 Research Blvd. Ste 101	AUSTIN	TX	78758-8425
Grainger Branch	125 Sawyer St.	BEAUMONT	TX	77702-2216
Grainger Branch	430 Sun Belt Dr.	CORPUS CHRISTI	TX	78408-2411
Grainger Branch	322 West Main Suites 120 & 140	KENEDY	TX	78119
Grainger Branch	2251 E. Division St. Ste A	ARLINGTON	TX	76011-6619
Grainger Branch	1305 N. Interstate 35E	CARROLLTON	TX	75006-8628
Grainger Branch	300 W. Vickery Blvd	FORT WORTH	TX	76104-1201
Grainger Branch	8321 John W Carpenter Fwy	DALLAS	TX	75247
Grainger Branch	5000 Northeast Pkwy.	FORT WORTH	TX	76106-1819
Grainger Branch	2701 W. Kingsley Rd.	GARLAND	TX	75041-2406

Location	Address	City	State	Zip Code
Grainger Branch	6901 Imperial Dr.	WACO	TX	76712-6813
Grainger Branch	4242 Platinum Way	DALLAS	TX	75237-1618
Grainger Branch	2601 E. Plano Pkwy.	PLANO	TX	75074-7416
Grainger Branch	6006 E. Ben White Blvd., Suite 500	AUSTIN	TX	78741-7504
Grainger Branch	1400 Lomaland Dr.	EL PASO	TX	79935-5207
Grainger Branch	1251 Hall Court	DEER PARK	TX	77536-6558
Grainger Branch	4545 Darien St.	HOUSTON	TX	77028-5911
Grainger Branch	8200 Pinemont Dr.	HOUSTON	TX	77040-6500
Grainger Branch	1222 S Loop W	HOUSTON	TX	77054-4012
Grainger Branch	3900 Greenbriar Dr.	STAFFORD	TX	77477-3919
Grainger Branch	16741 North Freeway	HOUSTON	TX	77090-5105
Grainger Branch	6050 Southwest Freeway	HOUSTON	TX	77057-7514
Grainger Branch	2323 N. Frazier St	CONROE	TX	77303-1754
Grainger Branch	17010 Katy Fwy.	HOUSTON	TX	77094-1410
Grainger Branch	1408 W. Villa Maria Rd	BRYAN	TX	77801-4213
Grainger Branch	610 Gale St.	LAREDO	TX	78041-6005
Grainger Branch	1507 W. Cotton St.	LONGVIEW	TX	75604-5522
Grainger Branch	502 E. 40TH St.	LUBBOCK	TX	79404-2816
Grainger Branch	921 E. Pecan Blvd.	MCALLEN	TX	78501-5710
Grainger Branch	4110 S. County Rd. 1276	MIDLAND	TX	79706-3042
Grainger Branch	5011 Rittiman Rd.	SAN ANTONIO	TX	78218-4638
Grainger Branch	4924 NW Loop 410	SAN ANTONIO	TX	78229-5312
Grainger Branch	2775 S. 900 W.	SOUTH SALT LAKE CITY	UT	84119-2447
Grainger Branch	2958 South 1900 W.	OGDEN	UT	84401-3228
Grainger Branch	1401 Sewells Point Rd.	NORFOLK	VA	23502-2057

Low Sensitivity

Location	Address	City	State	Zip Code
Grainger Branch	2424 Magnolia Court	RICHMOND	VA	23223-2332
Grainger Branch	2947 Gallows Rd.	FALLS CHURCH	VA	22042-1024
Grainger Branch	101 International Dr.	DULLES	VA	20166-9442
Grainger Branch	3306 W. Marie St.	PASCO	WA	99301-3899
Grainger Branch	2802 Pacific Hwy. E.	FIFE	WA	98424-1021
Grainger Branch	6141 4th Avenue S	SEATTLE	WA	98108
Grainger Branch	3013 Walnut St.	EVERETT	WA	98201-3846
Grainger Branch	5706 E. Broadway Ave.	SPOKANE VALLEY	WA	99212-0912
Grainger Branch	6725 S. Todd Blvd.	TUKWILA	WA	98188-4771
Grainger Branch	751 Morris Ave.	GREEN BAY	WI	54304-4558
Grainger Branch	600 N. Lynndale Dr.	APPLETON	WI	54914-3021

Location	Address	City	State	Zip Code
Grainger Branch	501 Atlas Ave.	MADISON	WI	53714-3107
Grainger Branch	5819 N. 117TH St.	MILWAUKEE	WI	53225-2245
Grainger Branch	N21 W23020 Watertown Rd.	WAUKESHA	WI	53188-1001
Grainger Branch	202 N. Jackson St.	MILWAUKEE	WI	53202-5903
Grainger Branch	3000 7TH Ave. W.	CHARLESTON	WV	25387-1731
Grainger Branch	440 3RD Ave.	HUNTINGTON	WV	25701-1305
Grainger Branch	1110 Wilkins Circle	CASPER	WY	82601-1331
Grainger Branch	105 Ave Conquistadores	Catano	Puerto Rico	962
Grainger Branch	Ave Algarrobos Edificio 4	Mayaguez	Puerto Rico	680
Grainger Branch	Calle E Lote 4 y 5	Caguas	Puerto Rico	725
Grainger Branch	1642 Suite 102	Ponce	Puerto Rico	717

Low Sensitivity

Exhibit O03 – NJ Employee Infor Report Certificate



Certification 4424

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

CITY OF TUCSON

4. RFP 240078

CITY OF TUCSON

REQUEST FOR PROPOSAL

240078

MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, AND MATERIALS

Due Date: Thursday, March 28, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/62080

PUBLISH DATE: February 7, 2024

Attachments:
A - OFFER_AND_ACCEPTANCE_RFP
E - RFP 240078_Attachment E_OMNIA_Final
G - FTA TERMS AND CONDITIONS
H - 240078, Attachment H, Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240078

TITLE: Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

SUBMITTAL DUE DATE: Thursday, March 28, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, February 20, 2024

TIME: 10:00 am LOCAL AZ TIME

LOCATION: MICROSOFT TEAMS VIRTUAL MEETING

Meeting ID: 245 258 888 266
Passcode: S5V3ke

Or call in (audio only)
+1 213-293-2303,,535442474# United States, Los Angeles
Phone Conference ID: 535 442 474#

QUESTIONS SHALL BE DIRECTED TO: Matthew Sage
(520) 837-4081
matthew.sage@tucsonaz.gov

Posted Date: Wednesday, February 7, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products and services for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

B.2. Contact Information

Matthew Sage
Procurement Manager
Email: matthew.sage@tucsonaz.gov
Phone: (520) 837-4081
Department:
Business Services

B.3. Timeline

Release Project Date	February 7, 2024
Pre-Proposal Meeting (Mandatory)	February 20, 2024, 10:00amhttps://teams.microsoft.com/l/meetup-join/19%3ameeting_ODc2OWYzYmQtZGIyNi00YWY2LTIjMjYtYTMyZWY1NjhhYjA2%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%221dce1b86-387e-4e62-b197-798ed1fc7c55%22%7d
Question Submission Deadline	March 7, 2024, 4:00pm
Proposal Submission Deadline	March 28, 2024, 2:00pm

C. SCOPE OF WORK

C.1. General Requirements

A. **GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
   a. Have a strong national presence in the MRO supply industry.
   b. Have a distribution model capable of delivering products nationwide.
   c. Have a demonstrated sales presence.
   d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
   e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY**: For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also

guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. **PRODUCT REQUIREMENTS:**

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
   a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
   b. **Electrical Supplies –** Distribution, controls, wire, cable, voice & data and supplies.
   c. **Lighting –** Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
   d. **Tools –** Hand, power, outdoor and automotive tools and tool storage.
   e. **Measuring Tools & Test Instruments –** Calipers, gauges, inspection, micrometers and multimeters.
   f. **Pneumatic –** Pneumatic tools and system components, air compressors and hydraulics.
   g. **Machining and Cutting Tools –** Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
   h. **Material Handling, Storage and Packaging –** Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
   i. **Welding –** Welding equipment and supplies.
   j. **Fasteners and Adhesives –** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
   k. **Lubricants, Sealants and Paint -** Grease, oil, penetrates sealants, caulk and paint.
   l. **Safety and Security Supplies –** Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
   m. **Cleaning Equipment and Supplies –** Chemicals, equipment, restroom, paper, waste containers, cleaning.
   n. **HVAC Supplies –** Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
   o. **Pumps and Plumbing –** Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
   p. **Emergency Preparedness –** Sandbags, first-aid supplies, disaster recovery products etc.
   q. Other Categories
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing

purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
4. **PRICING:** Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
6. **COMPLETE PRODUCT OFFERING/BALANCE OF LINE**: Each Contractor awarded an item under this solicitation may offer their complete product and service offering/balance of line.

C. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

1. **Sourcing:**
   a. from non-catalog suppliers,
   b. of line card extensions of catalog suppliers,
   c. for custom products, and
   d. or OEM repair parts and accessories.
2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines.
5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
6. **Green/Sustainability Program:**

a. Policies: Efforts and policies pertaining to green and sustainability.
b. Products: Impact on product offerings.
c. Distribution: Impact in distribution.
d. Recycling of Lamps: The ability to recycle lighting and electronic products.
e. Lighting and Energy Audits: The ability to perform lighting and energy audits.
f. Certifications: The industry recognized certifications and standards obtained.

7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
9. **Consulting Services:** Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.
10. **Other Services:** Other value-add services not included in above categories.

C.2. National Cooperative Contract - OMNIA Partners

The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the

Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents **(ATTACHMENT E).**

Although the scope of work reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive product line nationally. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The City of Tucson anticipates spending approximately $4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $250 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at https://procurement.opengov.com/portalucson-az and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://procurement.opengov.com/portalucson-az.

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://procurement.opengov.com/portalucson-az.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at https://procurement.opengov.com/portalucson-az/contracts

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Method of Approach** A. **Method of Approach** 1. **Provide a response to the national program** a. Include a detailed response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. b. The successful offeror will be required to sign Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement. c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response. d. Describe and provide an example of any additional agreements that may be required for Participating Public Agencies.	N/A	N/A

	2. **Product** a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information: i. Identification and description of product categories offered ii. Identification and description of sub categories iii. Identification and description of manufacturers within each sub category b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses? c. How are green products identified in your catalog? Online ordering? d. Do you offer "Private Line" products? Please describe. e. Submit all information that will aid the City in evaluating your proposal 3. **Services** a. Provide a detailed written response illustrating how the services offered will meet the requirements of		

	this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as: i. Policies and programs detailing your efforts in these areas. ii. Literature explaining your capabilities. iii. Submit all information that will aid the City in evaluating your proposal. b. Describe how you will roll out your program to City of Tucson staff. Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc. c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc. d. Describe your sales and reporting capabilities. What level of detail is available? 4. **Ordering and Invoices** a. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing,		

	on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc. b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices. c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved. d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders? e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing. f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order. 5. **Other/Value Add** a. Describe any government rebate or		

	government incentive programs applicable b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report. c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.		

2.	**Price Proposal** A. **Price Proposal** 1. Provide a price proposal as requested on the Attachment H – Price Page Core Lists a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies. b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies. i. Using Attachment H, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally. ii. Using Attachment H, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.	N/A	N/A

	iii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others? c. Customized Core List by Agency, individual local and state departments, and regional core lists– In addition to the National Core List, Offerors may provide customized core lists to agencies. i. Describe Offeror's ability to provide customized core lists to agencies; ii. The number of items Offeror proposes to provide on a customized core list: iii. How often does the Offeror propose to update customized core lists iv. Describe any agency size or volume limitations. v. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies. 2. Describe how services proposed will be priced. 3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal		

	solution(s) that would provide Participating Public Agencies with the best pricing including freight costs. 4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc. 5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies. 6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc. 7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount. 8. Provide proposed Payment Terms.		

3.	**Qualifications & Experience** A. **Qualifications and Experience** 1. Provide a brief history and description of your company. 2. Provide a statement of your annual sales for the past 3 years. 3. Highlight experience and strong national presence in the MRO industry. 4. Provide the total number and location of sales persons employed by your firm. 5. Number and location of support centers (if applicable). 6. Describe the qualifications of your sales personnel and technicians. 7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement. 8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person. 9. Please submit any additional information that you feel is applicable to your qualifications and experience.	N/A	N/A

G. SPECIAL TERMS AND CONDITIONS

G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.3. FEDERAL TRANSIT ADMINISRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications".

G.4. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional one-year periods or portions thereof.

The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, please reference OMNIA Partners Attachment F, Exhibit A, 1.4 Award Basis, 2nd paragraph.

G.6. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS

The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

G.7. SUBCONTRACTORS

No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

G.8. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR

In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000
B. General Aggregate: $2,000,000
C. Products & Completed Operations Aggregate: $2,000,000
D. Personal and Advertising Injury: $1,000,000
E. Blanket Contractual Liability: $1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory
B. Employer's Liability: $1,000,000
C. Disease Each Employee: $1,000,000
D. Disease Policy Limit: $1,000,000
E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.9. Verification of Coverage

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. Cooperative Purchasing Program

Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes
☐ No

If yes, state percentage.

J.3. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license.

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form

Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

Pricing Proposal*

Please upload your Pricing Proposal (if applicable).

*Response required

[redacted]Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

_____
As Tucson City Attorney and not personally personally

Awarded:

This _____ day of _____ 20_____

_____
As Director of Business Services and not

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed the five years. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will 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 by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems

appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.

b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

c. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

e. For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their

regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

f. Any contracts or subcontracts in excess of $2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

g. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its

subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

   a. The name, address, and telephone number, including FAX number if available, of the protestor;

   b. The signature of the protestor or authorized representative;

   c. Identification of the contract/solicitation;

   d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.

   b. Identify the grantee, project number, and the number of the contract solicitation.

   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

      Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

Version June 28, 2023

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

_____ _____

Title *Date*

_____

Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____ Date _____

Version June 28, 2023

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states / districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR

NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT

SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS AND CERTIFICATIONS

Requirements/Conditions For All FTA Assisted Contracts:

Federal Disclaimer to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Access to Third Party Contract Records
Prohibitions Against Exclusionary or Discriminatory Specifications
Changes to Federal Requirements
Termination Provisons (Contracts exceeding $10,000)
Civil Rights Requirements
Requirements for Disadvantaged Business Enterprises (DBEs)
Incorporation of FTA Terms

Requirements for Contracts Exceeding $25,000 Threshold:

Debarment and Suspension Requirements

Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

Report, record retention, and access provisions
Buy America requirements
Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
Lobbying Requirements
Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)
Clean Water Requirements
Clean Air Requirements

Cargo Preference

Acquisition of Property Shipped by Ocean Vessel
Acquisition of Property Shipped by Air (Fly America)

Construction Activities:

Equal Employment Opportunity (Except for supplies/raw materials)
Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)
Davis Bacon Act (for contracts exceeding $2,000)
Contract Work Hours & Safety Standards Act (contracts exceeding $100,000)
Copeland Anti-Kickback Act (for all construction contracts)
Siesmic Safety (for new buildings/additions only)

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of $100,000

Transit Operations

Transit Employee Protective Arrangements
Charter Service Operation
School Bus Operations
Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements
- Rights in data and copyrights requirements

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

- Bus Testing
- Pre-Award and Post-Delivery Audit Requirements

Miscellaneous Special Requirements

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Requirements for Recycled Products (for items designated by EPA)
- Seat Belt Use
- Text Messaging While Driving

Federal Davis-Bacon Wage Rates

- (If Applicable)

Certifications

- Buy America
- Transit Vehicle Manufacturer's DBE Certification
- Lobbying
- Bus Testing Requirements

Protest Procedures For Federal Transit Administration Funded Projects

- Sun Tran Protest Procedures For Federal Transit Administration (FTA) Funded Projects

Requirements/Conditions For All FTA Assisted Contracts

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Sun Tran and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by Sun Tran. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records *(Form FTA Master Agreement MA (18) dated October 1, 2011)*

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, Sun Tran agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement *(Form FTA MA (18) dated October, 2011 between Sun Tran and FTA)*, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** Sun Tran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran to be paid the Contractor. If the Contractor has any property in its possession belonging to Sun Tran, the Contractor will account for the same, and dispose of it in the manner Sun Tran directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Sun Tran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by Sun Tran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Sun Tran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** Sun Tran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Sun Tran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from Sun Tran setting forth the nature of said breach or default, Sun Tran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Sun Tran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that Sun Tran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Sun Tran shall not limit Sun Tran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** Sun Tran, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Sun Tran, protect and preserve the goods until surrendered to Sun Tran or its agent. The Contractor and Sun Tran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Sun Tran may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Sun Tran resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Sun Tran in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Sun Tran, acts of another Contractor in the performance of a contract with Sun Tran, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. the contractor, within ten [10] days from the beginning of any delay, notifies Sun Tran in writing of the causes of delay. If in the judgment of Sun Tran, the delay is excusable, the time for completing the work shall be extended. The judgment of Sun Tran shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Sun Tran.

9. **Termination for Convenience or Default (Architect and Engineering):** Sun Tran may terminate this contract in whole or in part, for Sun Tran's convenience or because of the failure of the Contractor to fulfill the contract obligations. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Sun Tran, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Sun Tran may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by Sun Tran.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

10. **Termination for Convenience or Default (Cost-Type Contracts):** Sun Tran may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Sun Tran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Sun Tran, or property supplied to the Contractor by Sun Tran. If the termination is for default, Sun Tran may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Sun Tran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Sun Tran determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Sun Tran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42

U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

    a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26

1. The Federal Fiscal Year goal has been set by Sun Tran in an attempt to match projected procurements with available qualified disadvantaged businesses. Sun Tran goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Sun Tran as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and Sun Tran that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

   It is further the policy of Sun Tran to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Sun Tran procurement activities are encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Sun Tran DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Sun Tran and will be submitted to Sun Tran upon request.

e. Sun Tran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

   * Identification of qualified DBE

   * Available listing of Minority Assistance Agencies

   * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

a. Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

c. “Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

3. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by Sun Tran to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by Sun Tran. Sun Tran will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to Sun Tran Office of Equal Opportunity Programs Director,

201 N. Stone Ave., 3rd Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Sun Tran's requests which would cause Sun Tran to be in violation of the FTA terms and conditions.

Requirements for Contracts Exceeding $25,000

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

Requirements for Contracts Exceeding $100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Sun Tran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of Sun Tran. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Sun Tran shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute

Unless otherwise directed by Sun Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Sun Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Sun Tran is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Sun Tran, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Sun Tran.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation for

Bid Bond Requirements (Construction)
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Cargo Preference

Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

Acquisition of Property Shipped by Ocean Vessel:
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Acquisition of Property Shipped by Air (Fly America):

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Construction Activities

Equal Employment Opportunity (Does not apply for supplies/raw materials procurements)

Equal Employment Opportunity

All construction contracts in excess of $10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). The following clauses shall be included:

Nondiscrimination

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor and the FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or Federally assisted contracts in accordance with procedures authorized in Executive No. Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Specifications

The following clauses must also be included in all construction contracts and subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.3:

"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order No. 11246):

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7)(a) through (p) of these specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)."

Notice

Contractor agrees to include the following notice in all construction subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.2:

"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. a. The goals and the timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	Insert Goals for Each Year	Insert Goals for Each Year

b. These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.

c. The contractor's compliance with the Executive Order and the regulations at 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is miscellaneous sites within the city limits of Tucson, Pima County, State of Arizona."

Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)

Davis Bacon Act - 40 USC §§ 3142(a), 29 CFR § 5.5(a)

Copeland Anti-Kickback Act - 18 U.S.C. § 874, 29 C.F.R. § 3, 29 C.F.R. § 5.5(a)(1) through (10)

Contract Work Hours & Safety Standards Act - 40 U.S.C. §3701, 29 C.F.R. § 5.5(b)

Federal Labor Standards Provision

[Code of Federal Regulations]
[Title 29, Volume 1, Parts 0 to 99]
[Revised as of July 1, 1998]
From the U.S. Government Printing Office via GPO Access
(http://www.access.gpo.gov/nara/cfr/index.html)
[CITE: 29CFR5.5]

[Page 110-116]

TITLE 29--LABOR

PART 5--LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Subpart A--Davis-Bacon and Related Acts Provisions and Procedures

Sec. 5.5 Contract provisions and related matters.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Sun Tran may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Sun Tran for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to
each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO CALLED “ANTI-KICKBACK ACT” AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR. UNITD STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103-322, title XXXIII, Sec. 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

TITLE 29 – LABOR

Subtitle A - Office of Secretary of Labor

PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping.
Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or
subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

To be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Siesmic Safety - 42 U.S.C. 7701 et seq. 49, CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Transit Operations

Transit Employee Protective Arrangements - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Service Operation - 49 U.S.C. 5323(d), 49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operation - 49 U.S.C. 5323(f) or (g), 49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations - 49 U.S.C. §5331, 49 CFR Part 655

The contractor agrees to establish an anti-drug use and alcohol misuse program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or Sun Tran, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the contractor's testing process. The contractor agrees further to certify annually its compliance with Part 655 thirty days before July 1st of each year and to submit the Management Information System (MIS) reports thirty days before March 15 each year to John Zukas, Transit Services Coordinator, P.O. Box 27210 Tucson, AZ 85726.

If the Contractor performs functions under the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the contractor must comply with such applicable regulations. The Contractor's Drug Free Workplace Policy and the Contractor's Drug and Alcohol Policy/Program must clearly delineate the Contractor's responsibilities under their own Company policy, the FHWA's regulations, and the FTA's regulations respectively.

Privacy Act - 5 U.S.C. 552

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

Bus Testing - 49 U.S.C. 5323(c), 49 CFR Part 665

The Contractor or Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to Sun Tran at a point in the procurement process specified by Sun Tran which will be prior to Sun Tran's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Sun Tran prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of Sun Tran of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award and Post-Delivery Audit Requirements - 49 U.S.C. 5323, 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:

    a. component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and;
    b. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

    a. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

    b. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize 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.

Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, Sun Tran agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Sun Tran agrees to accept products and services with dimensions expressed in the metric system of measurement.

National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not

include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Federal Davis-Bacon Wage Rates

The Federal Wage Rates applicable to this Contract are set forth in the following Document.

INSERT MOST RECENT WAGE DECISION INFORMATION HERE

Certifications

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA CERTIFICATION

CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

TRANSIT VEHICLE MANUFACTURER'S DBE CERTIFICATION
Certificate of Compliance with 49 CFR part 26.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF TRANSIT VEHICLES ONLY
(To be submitted with all bids or offers for transit vehicles)
(To be signed and submitted by the manufacturer of the product offered)

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid that does not include the certification must be rejected as non-responsive and not considered for evaluation and award.

I hereby certify that the offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been approved, or not disapproved, by the Federal Transit Administration.

_____ Name of Offeror

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized Official

_____ Date

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)
(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.

2. 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 any 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 undersigned 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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(Pertains only to the acquisition of Turnkey Rolling Stock over $100,000))
(To be signed and submitted by the manufacturer of the product offered)

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

   A. The items to be procured are urgently required;

   B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

   1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

CITY OF TUCSON

Contract No. 240078 - 01

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Vendor: W.W. Grainger, Inc.

Table of Contents

1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
2. City's Intent to Negotiate/BAFO Request
3. Vendor's Response to RFP No. 240078
4. RFP No. 240078
5. Insurance

CITY OF TUCSON

5. Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/13/2024

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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 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:	XL Specialty Insurance Co	37885
INSURER B:	Greenwich Insurance Company	22322
INSURER C:	National Fire & Marine Ins Co	20079
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
W.W. Grainger, Inc. and its
subsidiaries, affiliates and divisions
(see attached addendum for Named
Insureds)
100 Grainger Parkway
Lake Forest IL 60045 USA

COVERAGES **CERTIFICATE NUMBER:** 570108143953 **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** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	RGD3001890	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$10,000,000 $10,000,000 Excluded $10,000,000 $10,000,000 $10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	RAD9438255	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			42RLO32612002 SIR applies per policy terms & conditions	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE Products/Completed O	$10,000,000 $10,000,000 $10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWD3001887 AOS	01/01/2024	01/01/2025	X PER STATUTE OTH-ER	
A			Y	RWR3001888 DE & WI	01/01/2024	01/01/2025	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Excess Workers Compensation			RWE9435541 OH & WA SIR applies per policy terms & conditions	01/01/2024	01/01/2025	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	$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)

RE: RFP/Contract No. 240078-01, Maintenance Repair and Operations (MRO) Supplies, Part, Equipment, MAterials and Related Services, City Hall, 255 W. Alameda, 1st Floor, Conference Room, Tucson, AZ 85701. The Certificate holder is included as Additional Insured per attached CG 20 26 12 19 and CA 20 48 10 13 with respect to General Liability policy and Auto Liability coverage, where required by written contract. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions, where required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies, where required by written contract.

CERTIFICATE HOLDER

City of Tucson
Attn: Matt Sage
255 W. Alameda, 6th Floor
Tucson AZ 85701 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 Central, Inc.

Holder Identifier : AGCEHI

Certificate No : 570108143953

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AGENCY CUSTOMER ID: 10768055

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	W.W. Grainger, Inc. and its
POLICY NUMBER	
See Certificate Number: 570108143953	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570108143953	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds

including Zoro Tools, Inc. and Fabory U.S.A., Ltd.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: W.W. Grainger, Inc.

Endorsement Effective Date: January 1, 2024

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	W.W. Grainger, Inc.
Endorsement Effective Date:	January 1, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
W.W. Grainger, Inc.
Insurance Company
XL Specialty Insurance Company
.

Policy No.
RWD3001887

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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CITY OF TUCSON, RFP #240078;
MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES
Attachment B - Category Discounts

Category	Percentage Discount off List Price (%)
Abrasives	10%
Adhesives, Sealants, and Tape	10%
Cleaning	22%
Electrical	23%
Electronics, Appliances, and Batteries	19%
Fasteners	32%
Fleet and Vehicle Maintenance	8%
Furniture, Hospitatlity and Food Service	5%
Hand Tools	14%
Hardware	5%
HVAC and Refridgeration	17%
Lab Supplies	7%
Lighting	22%
Lubrication	10%
Machining	7%
Material Handling	15%
Motors	19%
Office Supplies	5%
Outdoor Equipment	12%
Paint, Equipment and Supplies	12%
Pipe, Hose, Tubing & Fittings	20%
Plumbing	20%
Pneumatics	11%
Power Tools	11%
Power Transmission	19%
Pumps	7%
Safety	19%
Security	15%
Test Instruments	7%
Welding	10%
(Other)	5%

CITY OF TUCSON, RFP #240078; MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

Price Page

						Market Basket						Functional Alternatives					
Line #	Estimated Item Usage	Product Description	Manufacturer Name	MFG Part #	Category Description	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price	Part #	UOM	UOM Qty	List Price	Category Discount	MB Price
1	140,000	Linear FLUOR Bulb,T8,48" L,G13,4100K	CURRENT	F32T8/SPX41/ECO2	Lighting	4PL16	EA	1	5.83	0.22	1.74	56GK95	EA	1	4.09	0.22	2.93
2	40,000	Linear FLUOR Bulb,T8,48" L,G13,3500K	CURRENT	F32T8/SPX35/ECO2	Lighting	4PL15	EA	1	5.44	0.22	1.8	56GK94	EA	1	4.09	0.22	2.93
3	40,000	Cleaner/Degreaser,Sassafrass,1 gal	SIMPLE GREEN	2710200613005	Cleaning	22C609	EA	1	23.99	0.22	9.58	49NW13	EA	1	19.19	0.22	5.11
4	40,000	Ear Plugs,Corded,Flanged,25dB,PR	3M	340-4004	Safety	4T151	PR	1	2.39	0.19	1.12	5SP066	PK	50	48.88	0.19	26.23
5	40,000	Battery,Alkaline,AA,Everyday,PK24	DURACELL PROCELL	PC1500BKD	Electronics, Appliances, and Batteries	5LE23	PK	24	18.6	0.19	6.4	64NU61	PK	24	14.18	0.19	6.38
6	25,000	Glass Clnr,Aero Spray Can,20 oz, Foam	SPRAYWAY	SW050	Cleaning	5RVT4	EA	1	5.77	0.22	2.4	49NW23	EA	1	5.34	0.22	1.91
7	23,000	Battery,Alkaline,AAA,Everyday,PK24	DURACELL PROCELL	PC2400BKD	Electronics, Appliances, and Batteries	5LE25	PK	24	18.21	0.19	6.62	56LL51	PK	24	15.84	0.19	5.71
8	22,000	Cleaner/Degreaser,Unscented,20oz,Aerosol	CRC	1750016	Cleaning	459V68	EA	1	48.01	0.22	22.87	3EED5	EA	1	18.98	0.22	7.38
9	21,000	Coated Glove,Nitrile,XL,Blk/Gray,	PIP	34-874/XL	Safety	39SM669	PR	1	9.21	0.19	3.02	797UU3	PR	1	5.59	0.19	2.07
10	21,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,4100K	CURRENT	F28T8/XL/SPX41/ECO	Lighting	2ETU3	EA	1	6.85	0.22	2.44	56GK38	EA	1	5.11	0.22	3.65
11	21,000	Marking Paint,20oz,Caution Blue/APWABlue	RUST-OLEUM	203031	Paint, Equipment and Supplies	6KP33	EA	1	11.32	0.12	4.09	21CJ71	EA	1	11.01	0.12	3.85
12	20,000	Linear Fluorescent Bulb,28W,4100K	SYLVANIA	FO28/841/XP/SS/ECO3	Lighting	56GK93	EA	1	4.11	0.22	2.36	56GK38	EA	1	5.11	0.22	3.65
13	17,000	Battery,Alkaline,D,Everyday,PK12	DURACELL PROCELL	PC1300	Electronics, Appliances, and Batteries	5LE21	PK	12	22.2	0.19	9.24	64NU64	PK	12	24.51	0.19	10.62
14	17,000	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-675	Safety	1RL58	PK	100	22.48	0.19	8.16	48UM41	PK	100	13.94	0.19	9.98
15	17,000	Battery,Alkaline,AA,Everyday,PK24	ENERGIZER	EN91	Electronics, Appliances, and Batteries	38W365	PK	24	17.37	0.19	6.62	64NU61	PK	24	14.18	0.19	6.38
16	17,000	Brake Parts Cleaner, 20 oz. Aerosol	CRC	05050	Fleet and Vehicle Maintenance	4DKZ6	EA	1	10.53	0.08	2.93	5YK77	EA	1	9.68	0.08	4.66
17	16,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED14ET8/G/4/840	Lighting	467W19	EA	1	13.41	0.22	4.59	467W20	EA	1	12.68	0.22	5.66
18	16,000	Glue Trap,3/16"L x 7-1/2"W x 4"H	CATCHMASTER	75M	Outdoor Equipment	5DKE9	EA	1	0.55	0.12	0.22	5YAY1	PK	4	2.61	0.12	1.42
19	15,000	Diesel Exhaust Fluid DEF,Jug,2.5 gal	PEAK	DEF002	Fleet and Vehicle Maintenance	48RH22	EA	1	23.33	0.08	9.98	54UD30	EA	1	17.53	0.08	8.34
20	15,000	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32/841/ECO	Lighting	56GK74	EA	1	3.84	0.22	2.47	56GK95	EA	1	4.09	0.22	2.93
21	15,000	Safety Glasses,Smoke Mirror	KLEENGUARD	25688	Safety	2UYF4	EA	1	9.13	0.19	3.26	4VCJ4	EA	1	6.29	0.19	0.89
22	13,000	Anti-Siphon Fill Valve,Universal Fit	FLUIDMASTER	400A	Plumbing	1APG7	EA	1	15.61	0.2	7.77	53JW76	PK	3	41.77	0.2	19.4
23	13,000	VF,Chem Res Gloves,M,160F65,PR	SHOWA	707D-08-V	Safety	61DA50	PR	1	2.24	0.19	1.63	54ZE72	PR	1	1.52	0.19	1.1
24	13,000	VF,Chem Res Gloves,L,160F66,PR	SHOWA	707D-09-V	Safety	61DA51	PR	1	2.24	0.19	1.63	54ZE73	PR	1	1.52	0.19	1.1
25	13,000	VF,Chem Res Gloves,XL,160F67,PR	SHOWA	707D-10-V	Safety	61DA52	PR	1	2.24	0.19	1.63	54ZE74	PR	1	1.52	0.19	1.1
26	12,000	Disp Gly,Blk,Nitrile,Exam PF, L,PK100	MICROFLEX	MK-296	Safety	794H45	PK	100	21.27	0.19	8.11	36J015	PK	100	15.99	0.19	11.69
27	12,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED10ET8/G/4/840	Lighting	467W26	EA	1	17.99	0.22	6.94	467W27	EA	1	16.94	0.22	8.3
28	12,000	Coated Glove,Nitrile,L,Blk/Gray,	PIP	34-874/L	Safety	39SM666	PR	1	8.81	0.19	3.4	3RUK6	PR	1	4.53	0.19	1.61
29	11,000	Precision Line Marking Paint,20 oz,White	RUST-OLEUM	203039	Paint, Equipment and Supplies	6KP41	EA	1	11.32	0.12	4.09	38EL36	EA	1	11.58	0.12	3.76
30	11,000	CutRes Gloves,XL,Yellow,PR	EDGE	16-347	Safety	4T415	PR	1	8.86	0.19	3.73	4JY14	PR	1	5.09	0.19	3.31
31	11,000	PLATE, HOT, ELECTRIC, SINGLE BURNER, 130	WARING COMMERCIAL	WEB3NYGR	Electronics, Appliances, and Batteries	383AZ3	EA	1	148.06	0.19	76.87	48FP65	EA	1	91.8	0.05	65.25
32	11,000	CutOff Wheel,A60T,4-1/2"x.045"x7/8"	DEWALT	DW8062	Abrasives	6HD44	EA	1	2.74	0.1	1.07	447P96	EA	1	2.35	0.1	1.43
33	10,000	Elec Tape,76 ft Lx3/4 in W,7 mil,Black	3M	33+SUPER-3/4X76FT	Adhesives, Sealants and Tape	2AJ225	EA	1	13.55	0.1	7.1	19N735	EA	1	9.13	0.1	2.17
34	10,000	Vacuum Breaker Repair Kit,Sloan	SLOAN	V551A	Plumbing	5ES46	EA	1	5.53	0.2	3.24						
35	10,000	Disp Gly,Blk,Nitrile,Exam PF, M,PK100	MICROFLEX	MK-296	Safety	794H44	PK	100	21.27	0.19	8.59	36J013	PK	100	15.99	0.19	6.19
36	9,000	Disp Gly,Blk,Nitrile,Exam PF, XL,PK100	MICROFLEX	MK-296	Safety	794H46	PK	100	21.27	0.19	8.11	49DA78	PK	100	15.99	0.19	5.84
37	9,000	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-600	Safety	4GC50	PK	100	26.44	0.19	8.71	48UN17	PK	50	14.92	0.19	5.4
38	9,000	Filter Cartridge,Water Cooler,1.5 GPM	ELKAY	51300C	Plumbing	11U265	EA	1	102.08	0.2	60.56	2XJ47	EA	1	91.51	0.2	55
39	9,000	Linear FLUOR Bulb,T8,48" L,G13,5000K	CURRENT	F32T8/SPX50/ECO2	Lighting	3VK11	EA	1	5.85	0.22	2.46	56GK84	EA	1	4.09	0.22	2.93
40	9,000	Battery,Alkaline,AAA,Everyday,PK24	ENERGIZER	EN92	Electronics, Appliances, and Batteries	38W366	PK	24	16.76	0.19	7.02	64NU57	PK	8	5.4	0.19	2.19
41	9,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL941/ALTO 30PK	Lighting	492X54	EA	1	4.96	0.22	2.75	56GK95	EA	1	4.09	0.22	2.93
42	9,000	Insect Repellent,Aerosol,6 oz.	OFF	334689	Outdoor Equipment	4HK65	EA	1	14.06	0.12	6.4	48WJ99	EA	1	13.05	0.12	4.88
43	9,000	Flange Bolt Set,Universal Fit	HARVEY	051101	Plumbing	5PA62	EA	1	3.07	0.2	1.97	5PA63	EA	1	3.53	0.2	2.29
44	9,000	Duct Tape,Silver,1 7/8 in x 60 yd,9 mil	NASHUA	394	Adhesives, Sealants and Tape	6JU46	EA	1	8.82	0.1	2.93	499LB0	EA	1	6.74	0.1	2.96
45	8,000	Insid.e Cover,Sloan	SLOAN	A71	Plumbing	2XU12	EA	1	15.43	0.2	6.55	4HCX6	EA	1	4.85	0.2	3
46	8,000	Safety Glasses,Smoke	SMITH & WESSON	21303	Safety	2UYG5	EA	1	15.19	0.19	5.41	801WM9	EA	1	7.83	0.19	3.49
47	8,000	Line Marking Paint,20oz,FluorescentGreen	RUST-OLEUM	203032	Paint, Equipment and Supplies	6KP34	EA	1	11.32	0.12	4.09	38EL45	EA	1	11.58	0.12	3.76
48	8,000	Surgical Mask 3PLY Level 2,PK50	ALTOR SAFETY	62222	Safety	78SEJ0	PK	50	13.66	0.19	6.47	3RLG6	PK	50	9.71	0.19	2.84
49	8,000	Disposable Gloves,Nitrile,M,PK100	TOUCHNTUFF	92-675	Safety	1RL57	PK	100	22.48	0.19	7.89	48UM40	PK	100	13.94	0.19	8.05
50	8,000	Battery,Alkaline,C,Everyday,PK12	DURACELL PROCELL	PC1400	Electronics, Appliances, and Batteries	5LE22	PK	12	19.54	0.19	7.76	3WA31	PK	6	7.96	0.19	6.45
51	8,000	16 oz.,Aerosol,Lubricant	WD-40	490088	Lubrication	20JY63	EA	1	13.95	0.1	6.95	48GG06	EA	1	8.81	0.1	5.84
52	8,000	11 oz.,Aerosol,Lubricant	WD-40	490040	Lubrication	20JY61	EA	1	13.92	0.1	7.16	4LRF8	EA	1	9.68	0.1	5.24
53	7,000	Disposable Gloves,Nitrile,XL,PK50	MICROFLEX	N864	Safety	3NFC7	PK	50	17.71	0.19	6.06	2XL29	PK	100	19.89	0.19	12.62
54	7,000	Cold Patch,60 lb	PERMA-PATCH	PP-60-C	Adhesives, Sealants and Tape	32C17	EA	1	41.29	0.1	12.09	8EJP2	EA	1	27.62	0.1	11.28
55	7,000	12 oz.,Aerosol,Lubricant	WD-40	490057	Lubrication	20JY62	EA	1	14.48	0.1	7.46	4LRF8	EA	1	9.68	0.1	5.24
56	7,000	Disposable Gloves,Nitrile,XL,PK100	TOUCHNTUFF	92-675	Safety	1RL59	PK	100	22.48	0.19	8.66	53CW61	PK	100	13.94	0.19	9.98
57	7,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	LSE-104	Safety	464D73	PK	100	41.01	0.19	17.29	794H45	PK	100	21.27	0.19	8.11
58	7,000	Diaphragm Assembly,Toilets	ACORN	2563-010-001	Plumbing	1KAA3	EA	1	12.99	0.2	5.11						
59	7,000	Water Softener Salt, 40 lb, Bag, Pellets	DIAMOND CRYSTAL	100012407	Plumbing	42DA14	EA	1	22.45	0.2	8.48	803Z32	EA	1	18.05	0.2	7.74
60	7,000	Linear FLUOR Bulb,T12,48" L,G13,4100K	CURRENT	F34/CX41/WM/ECO	Lighting	24W596	EA	1	6.84	0.22	2.8	56GK41	EA	1	4.56	0.22	3.26
61	7,000	Coated Glove,Nitrile,M,Blk/Gray,	PIP	34-874	Safety	43FK12	PR	1	8.92	0.19	4.13	19LS33	PR	1	3.61	0.19	1.44
62	7,000	Vacuum Breaker Kit,Sloan	SLOAN	V651A	Plumbing	2XU35	EA	1	8.37	0.2	3.47						
63	7,000	Chemical Resistant Glove,11 mil,9,PR	ALPHATEC	37-145	Safety	4T418	PR	1	2.98	0.19	1.6	160F66	PR	1	2.23	0.19	1.2
64	7,000	Dry Wipe Roll,9 1/2" x 11",Blue	KIMBERLY-CLARK PROFESSIONAL	75130	Cleaning	2XRN3	EA	1	6.18	0.22	2.73	1PHH9	PK	20	158.07	0.22	78.9
65	7,000	Diaphragm Assembly,Manual,Toilets,1.6GPF	SLOAN	A41A	Plumbing	4LWS1	EA	1	39.05	0.2	13.66	4HCV7	EA	1	25.84	0.2	9.9
66	7,000	Line Marking Paint,20oz,APWA CautionBlue	RUST-OLEUM	203022V	Paint, Equipment and Supplies	783AC7	EA	1	12.22	0.12	4.09	21CJ71	EA	1	11.01	0.12	3.85
67	6,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N644	Safety	2VJ29	PK	100	17.84	0.19	8.5	53CV61	PK	100	13.94	0.19	9.98
68	6,000	Water Chamber Assembly,Acorn	ACORN	2560-015-001	Plumbing	2EVX5	EA	1	17.06	0.2	7.93						
69	6,000	Chemical Resistant Glove,8,PR	ALPHATEC	37-145	Safety	4T417	PR	1	2.98	0.19	1.34	160F65	PR	1	2.23	0.19	1.01
70	6,000	Relief Valve,Sloan	SLOAN	A38A	Plumbing	5P213	EA	1	35.36	0.2	13.14	4HCV6	EA	1	23.86	0.2	9.23
71	6,000	Battery,Alkaline,9V,Everyday,PK12	DURACELL PROCELL	PC1604BKD	Electronics, Appliances, and Batteries	5LE24	PK	12	34.55	0.19	14.4	64NU65	PK	12	22.77	0.19	11.94
72	6,000	Cooling Towel,Blue,13 x 29 In.	CHILL-ITS BY ERGODYNE	6602	Safety	2EMK6	EA	1	13.58	0.19	5.31	5ZH292	EA	1	6.27	0.19	4.08
73	6,000	Disposable Gloves,Rubber Latex,XL,PK50	MICROFLEX	SG-375-XL	Safety	2TEN2	PK	50	29.81	0.19	8.44	2TEL6	PK	50	25.37	0.19	9.38
74	6,000	Cut Resistant Gloves,Blue/Gray,L,PR	ACTIVARMR	80-100	Safety	4JY13	PR	1	5.09	0.19	3.05	48UR54	PR	1	3.48	0.19	1.96
75	6,000	Disinfectant Cleaner w/ Bleach,128oz,PK4	CLOROX	35420	Cleaning	22D030	PK	4	120.31	0.22	44.1	41H893	PK	3	53.96	0.22	24.21
76	6,000	Disposable Gloves,Nitrile,XL,PK100	SHOWA	6110PF XL	Safety	59LT62	PK	100	18.72	0.19	6.71	56JT50	PK	100	14.16	0.19	3.03
77	6,000	Hand Cleaning Towels,10" x 12" ,Citrus	SCRUBS	42272	Cleaning	24WJ88	EA	1	27.53	0.22	10.73	782L06	EA	1	25.74	0.22	18.07
78	6,000	Sink Drain,4-1/8 In.SS	ZURN	Z553000B-SS	Plumbing	4WDC5	EA	1	23.96	0.2	9.11	1PPF9	EA	1	5.27	0.2	1.46
79	6,000	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED14BDT8/G/4/840	Lighting	494G96	EA	1	12.87	0.22	4.99	2ETU3	EA	1	6.85	0.22	2.44
80	6,000	Linear FLUOR Bulb,T5,45-1/4" L,G5,4100K	CURRENT	F28WT5/841/ECO	Lighting	5AE20	EA	1	12.92	0.22	4.41	56GK75	EA	1	4.25	0.22	3.31
81	6,000	Absorbent,25 lb.,Diatomaceous Earth	EP MINERALS	9725	Safety	4DCH71	EA	1	12.64	0.19	6.14	191W88	EA	1	12.39	0.19	9.04
82	5,000	Car Wash,100 oz.,Green,Concentrated	TURTLE WAX	50597	Fleet and Vehicle Maintenance	48HN72	EA	1	13.31	0.08	6.43	465D23	EA	1	15.31	0.08	6.48
83	5,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,4100K	CURRENT	F32T8/XL/SPX41/HL/ECO	Lighting	3CA64	EA	1	9.01	0.22	3.46	56GK70	EA	1	5.56	0.22	3.98
84	5,000	Coin Battery,Lithium,3VDC,2032,PK2	DURACELL	DL2032B2PK	Electronics, Appliances, and Batteries	2HY11	EA	2	6.85	0.19	1.53	4LW11	EA	1	1.99	0.19	0.41
85	5,000	Loose Absorbent,Montmorillonite Clay	OIL-DRI	I06032	Safety	487F13	EA	1	16.88	0.19	8.1	24X071	EA	1	16.23	0.19	6.83
86	5,000	Linear FLUOR Bulb,T8,23-3/4" L,G13,4100K	CURRENT	F17T8/SP41/ECO	Lighting	6XT99	EA	1	6.96	0.22	3.34	56GK40	EA	1	3.95	0.22	3.08
87	5,000	Linear LED Bulb,T8,47-3/4" L,G13,4000K	PHILIPS	14T8/COR/48-840/IF21/G/DIM 10/1	Lighting	406T68	EA	1	15.34	0.22	4.99	5SGY71	EA	1	12.84	0.22	8.45
88	5,000	Battery,Lithium,Size 223,6VDC	DURACELL	DL223ABPK	Electronics, Appliances, and Batteries	1ANB9	EA	1	18.98	0.19	4.89	5HXF9	EA	1	14.79	0.19	3.22
89	5,000	Safety Glasses,Smoke	KLEENGUARD	22475	Safety	21A163	EA	1	11.19	0.19	4.07	23Y620	EA	1	7.31	0.19	3.94
90	5,000	Trash Grabber,Aluminum,36" L	UNGER	NT090	Cleaning	2NDR3	EA	1	51.55	0.22	13.73	13R142	EA	1	41.24	0.22	6.64
91	5,000	Wasp and Hornet Killer,Aerosol,14 oz.	CRC	14010	Outdoor Equipment	4JB47	EA	1	15.28	0.12	5.23	36WG20	EA	1	12.37	0.12	4.88
92	5,000	Wet Mop,White,Cotton	RUBBERMAID COMMERCIAL PRODUCTS	FGV11800WH00	Cleaning	9DJF8	EA	1	12.31	0.22	4.91	16W207	EA	1	5.68	0.22	2.78
93	5,000	Linear FLUOR Bulb,T8,48" L,G13,6500K	CURRENT	F32T8/SPX65/ECO2	Lighting	3JJ79	EA	1	5.51	0.22	2.52	56GK79	EA	1	4.4	0.22	3.43
94	5,000	Fluorescent,40 W,T12,Medium Bi-Pin (G13)	PHILIPS	F40T12/CWSupreme/ALTO	Lighting	492Y04	EA	1	7.29	0.22	2.41	24W596	EA	1	6.84	0.22	2.8
95	5,000	Cold Patch,50 lb	SAKRETE	60450007	Adhesives, Sealants and Tape	8EJP2	EA	1	27.62	0.1	11.28	34CT88	PK	56	1357.67	0.1	631.68
96	5,000	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	ICN-2P32-N	Lighting	2MCK5	EA	1	25.09	0.22	12.73	4RGL4	EA	1	20.07	0.22	11.27
97	5,000	Water Nozzle,Hot/Cold,3/4 In.	SANI-LAV	N2	Outdoor Equipment	3NVD9	EA	1	15.33	0.12	8.41	1HLV5	EA	1	7.75	0.12	3.67
98	5,000	Line Marking Paint,20 oz,Safety Red	RUST-OLEUM	203038	Paint, Equipment and Supplies	6KP40	EA	1	11.32	0.12	4.09	6YH18	EA	1	10.45	0.12	3.82
99	5,000	Sports Drink Mix,Riptide Rush	GATORADE	33665	Safety	3UYW7	EA	1	4.58	0.19	1.87	3UZL1	PK	20	67.22	0.19	23.43
100	5,000	Safety Glasses,Clear	KLEENGUARD	25676	Safety	2UYF3	EA	1	8.35	0.19	3.02	5JE24	EA	1	6	0.19	1.57
101	5,000	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED14ET8/G/4/850	Lighting	467W20	EA	1	12.68	0.22	5.66	796P17	EA	1	10.63	0.22	5.41
102	5,000	Sponge,6 in L,Yellow	3M	C31	Cleaning	3U163	EA	1	5.2	0.22	1.83	2NTH5	EA	1	4.29	0.22	1.61
103	5,000	Loose Absorbent,Montmorillonite Clay	OIL-DRI	I05040	Safety	487F15	EA	1	20.69	0.19	9.9	40CH70	EA	1	13.01	0.19	6.14
104	5,000	Ice Melt,Granular,50 lb. Carton,-8 F	PREMIERE	CPM050P	Outdoor Equipment	4W973	EA	1	33.6	0.12	17.49	38G797	EA	1	27.67	0.12	16.45
105	5,000	Cleaner/Degreaser,Sassafrass,24 oz	SIMPLE GREEN	2710001213012	Cleaning	22C608	EA	1	10.99	0.22	4.88	49NW14	EA	1	8.75	0.22	2.67
106	5,000	Conduit Clamp,Steel,Overall L 1.99in	RACO	2083	Electrical	206F90	EA	1	0.28	0.23	0.11						
107	5,000	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	26130	Adhesives, Sealants and Tape	3PDL5	EA	1	1.13	0.1	0.43	21TF19	EA	1	0.88	0.1	0.35
108	5,000	Brake Parts Cleaner, 20 oz. Aerosol	CRC	05084	Fleet and Vehicle Maintenance	5YK76	EA	1	10.66	0.08	3.87	1PKT6	EA	1	8.65	0.08	8.17
109	5,000	Disposable Gloves,Rubber Latex,XL,PK100	MICROFLEX	MF-300-XL	Safety	2TEK8	PK	100	25.76	0.19	9.63	2TEL7	PK	100	23.39	0.19	8.25

110	5,000	OneHoleLugCmprsnConn,STD,Red,49	BURNDY	YA8CLBOX	Electrical	22C296	EA	1	4.85	0.23	2.02						
111	5,000	Disposable Gloves,Nitrile,M,PK50	SHOWA	7700PFTM	Safety	4JY27	PK	50	17.66	0.19	5	22LD89	PK	50	12.06	0.19	4.73
112	5,000	Utility Blade,2 Points,2-7/16" L,PK5	STANLEY	11-921	Hand Tools	5C949	PK	5	2.2	0.14	0.6	4A805	PK	100	24.09	0.14	10.27
113	5,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N643	Safety	2VLZ8	PK	100	17.84	0.19	8.5	48UM41	PK	100	13.94	0.19	9.98
114	5,000	Smoke Alarm,3V,Alkaline,Ionization	KIDDE	I9010	Safety	1YNW9	EA	1	43.78	0.19	18.51	2FTN9	EA	1	14.79	0.19	6.17
115	5,000	Disposable Gloves,Nitrile,XL,PK100	MCR SAFETY	6062XL	Safety	49DA87	PK	100	30.15	0.19	11.41	22LD91	PK	50	12.06	0.19	7.89
116	5,000	Conduit Clamp,Steel,Overall L 1.745in	RACO	2082	Electrical	20KF8B	EA	1	0.21	0.23	0.06						
117	4,000	Paper Towel Roll,Continuous,Wt,89460,PK6	GEORGIA-PACIFIC	89460	Cleaning	3EB46	PK	6	168.55	0.22	71.56	4ACU1	PK	6	157.26	0.22	68.72
118	4,000	Pre-Moistened Cleaning Tissues,PK100	BAUSCH & LOMB	8574GM	Safety	2AR69	PK	100	16.41	0.19	6.75	1AHE8	PK	25	10.81	0.19	5.6
119	4,000	Disposable Gloves,Nitrile,S,PK50	SHOWA	7700PFTS	Safety	4JY26	PK	50	17.66	0.19	4.69	22LD89	PK	50	12.06	0.19	4.73
120	4,000	TriggerSprayBottle,32oz,12 1/4"H,Clr,PK3	IMPACT	5032HG/4906-91	Cleaning	30GE89	PK	3	10.81	0.22	4.47	3KMA3	PK	3	11.93	0.22	4.23
121	4,000	Disc,Toilets	SLOAN	A156A	Plumbing	2XJ96	EA	1	9.31	0.2	4.87						
122	4,000	Coated Gloves,Full,10,9-1/2",PR	KSR	22-515	Safety	4T412	PR	1	5.82	0.19	3.4	2MXP3	PR	1	6.13	0.19	3.73
123	4,000	Dry Wipe,8 1/4" x 16-3/4",White	WYPALL	34790	Cleaning	2VHP9	EA	1	22.17	0.22	9.36	52WY22	EA	1	17.74	0.22	10.65
124	4,000	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1525	Security	1DS73	EA	1	13.51	0.15	6.33	4T103	EA	1	12.52	0.15	8.44
125	4,000	Elec Tape,66 ft Lx3/4 in W,8.5 mil,Black	3M	88-Super-3/4x66FT	Adhesives, Sealants and Tape	2AA227	EA	1	14.55	0.1	7.88	19N745	EA	1	10.65	0.1	3.44
126	4,000	Dup Recept Wll Plt,Stnd;Silver,1Gng,Brsh	HUBBELL	SS8	Electrical	SC228	EA	1	4.21	0.23	1.12						
127	4,000	Maintenance Absorbent,20 lb,,Pail	OIL-DRI	ID5000G-G60	Safety	5TP99	EA	1	26.47	0.19	12.54	4B7V47	EA	1	25.72	0.19	11.88
128	4,000	Hand Soap,Amber,1,000 mL,,PK2	OPS	1405-02G	Cleaning	36TY78	PK	2	121.21	0.22	48.44	36TY80	PK	2	115.16	0.22	46.87
129	4,000	Disposable Gloves,Nitrile,L,PK50	SHOWA	7700PFTL	Safety	4JY28	PK	50	17.66	0.19	4.69	22LD90	PK	50	12.06	0.19	7.89
130	4,000	CutOff Whl,Gemini 4-1/2"x.045"x7/8"	NORTON	66252823602	Abrasives	5GCS2	EA	1	3.99	0.1	1.38	435Y59	EA	1	1.81	0.1	0.78
131	4,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N194	Safety	2VLY9	PK	100	23.23	0.19	6.5	321H33	PK	100	22.38	0.19	7.15
132	4,000	Diaphragm Assembly,Sloan	SLOAN	A36A	Plumbing	5P211	EA	1	33.12	0.2	14.79	5P213	EA	1	35.36	0.2	13.14
133	4,000	Disposable Gloves,Rubber Latex,L,PK100	MICROFLEX	MF-300-L	Safety	2TEK6	PK	100	25.76	0.19	9.63	26K807	PK	1000	259.51	0.19	93.05
134	4,000	Linear LED Bulb,T8,48" L,G13,3500K	CURRENT	LED14ET8/G/4/835	Lighting	467W18	EA	1	13.85	0.22	5.95	406T67	EA	1	12.03	0.22	8.44
135	4,000	Putty,Gray,*ProPoxy* 20	HERCULES	25515C	Adhesives, Sealants and Tape	5KAV9	EA	1	11.29	0.1	5.89	2UVB6	EA	1	10.94	0.1	5.02
136	4,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFL	Safety	797FX3	PK	100	18.48	0.19	6.88	795WN9	PK	100	16.43	0.19	11.42
137	4,000	Battery,Alkaline,AA,Premium,PK24	DURACELL	MN1500BKD	Electronics, Appliances, and Batteries	22A624	PK	24	30.42	0.19	13.32	5LE23	PK	24	18.6	0.19	6.4
138	4,000	Germicidal Bleach,Unscented,121 oz,PK3	CLOROX	30966	Cleaning	41H893	PK	3	53.96	0.22	24.21	56HN13	PK	6	39.71	0.22	15.59
139	4,000	Disc,Sloan	SLOAN	A15A	Plumbing	2XJ98	EA	1	9.65	0.2	5.06	2XJ96	EA	1	9.31	0.2	4.87
140	4,000	Cold Patch,60 lb	PERMA-PATCH	PP-60-F	Adhesives, Sealants and Tape	55EK38	EA	1	30.17	0.1	13.15	8EJP2	EA	1	27.62	0.1	11.28
141	4,000	Marking Paint,20 oz,Utility White	KRYLON INDUSTRIAL	A03900007	Paint, Equipment and Supplies	54TH54	EA	1	13.26	0.12	4.31	784GN5	EA	1	12.62	0.12	8.47
142	4,000	Rubbing Alcohol,Antiseptics,Bottle	MEDIQUE	26811	Safety	2MRZ2	EA	1	5.99	0.19	2.34	3WZC1	PK	2	87.19	0.19	38.93
143	4,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	LSE-104	Safety	464D74	PK	100	41.01	0.19	17.93	794H46	PK	100	21.27	0.19	8.11
144	4,000	Sports Drink Mix,Lemon-Lime	GATORADE	03969	Safety	5T405	EA	1	11.18	0.19	4.42	1UFJ7	EA	1	7.86	0.19	2.63
145	4,000	Safety Glass,Clear Lens,Frameless	MCR SAFETY	BL010	Safety	55KY18	EA	1	2.57	0.19	1.87	4EY97	EA	1	1.97	0.19	0.83
146	4,000	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32/841/XV/ECO	Lighting	56GK95	EA	1	4.09	0.22	2.93	4PL16	EA	1	5.83	0.22	1.74
147	4,000	Linear FLUOR Bulb,T8,48" L,G13,3000K	CURRENT	F32T8/SPX30/ECO2	Lighting	4PL14	EA	1	5.23	0.22	2.22	56GK36	EA	1	4.37	0.22	3.41
148	4,000	Lantern Battery,Carbon Zinc,6VDC,Spring	RAYOVAC	994C	Electronics, Appliances, and Batteries	3JFU2	EA	1	7.31	0.19	2.73	54ZG68	EA	1	7.19	0.19	4.37
149	4,000	Sports Drink Mix,Lemon-Lime	GATORADE	03956	Safety	3UYW5	EA	1	4.58	0.19	1.87	3UYW6	EA	1	4.58	0.19	1.87
150	4,000	11 oz.,Aerosol,Penetrating	BLASTER	16-PB-DS	Lubrication	4LRF8	EA	1	9.68	0.1	5.24	4LRG2	EA	1	5.44	0.1	2.84
151	4,000	Linear Fluorescent Bulb,17W,4100K	SYLVANIA	FO17/841/ECO	Lighting	56GK40	EA	1	3.95	0.22	3.08	492Y10	EA	1	6.87	0.22	3.99
152	4,000	Sports Drink Mix,Fruit Punch	GATORADE	33691	Safety	3AP83	EA	1	11.18	0.19	4.42	1UFJ7	EA	1	7.86	0.19	2.63
153	4,000	U-Bend FLUOR Bulb,T8,G13,4100K,32W	CURRENT	F32T8/SP41/U6/ECO	Lighting	4HY86	EA	1	18.34	0.22	8.69	56GK89	EA	1	13.19	0.22	8.82
154	4,000	Disposable Gloves,Nitrile,L,PK50	MICROFLEX	N863	Safety	3NFC4	PK	50	17.71	0.19	6.06	48UN17	PK	50	14.92	0.19	5.4
155	4,000	Evaporative Cooling Neck Band,Blue	CHILL-ITS BY ERGODYNE	6603	Safety	52H292	EA	1	6.27	0.19	4.08	13TZ0	EA	1	10.86	0.19	3.39
156	4,000	Utility Knife,6 in.,Gray	STANLEY	10-099	Hand Tools	4A803	EA	1	6.88	0.14	2.83	4YR09	EA	1	6.65	0.14	2.76
157	4,000	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	V2179838	Paint, Equipment and Supplies	5H903	EA	1	15.38	0.12	5.94	5SEG77	EA	1	14.73	0.12	6
158	4,000	Wasp and Hornet Killer,14 oz.	RAID	668006	Outdoor Equipment	4HK60	EA	1	13.82	0.12	6.55	2DCB5	EA	1	11.05	0.12	7.205
159	4,000	LED,8.8 W,A19,Medium Screw (E26)	PHILIPS	8.8A19/PER/930/P/E26/DIM 6/1FB T20	Lighting	54YP51	EA	1	4.77	0.22	2.73	784ND5	EA	1	2.63	0.22	1.84
160	4,000	Disposable Gloves,Rubber Latex,L,PK50	MICROFLEX	SG-375-L	Safety	2TEN1	PK	50	29.81	0.19	9.5	2TEL5	PK	50	25.37	0.19	15.4
161	4,000	Coated Gloves,Nitrile,Black/Gray,10, PR	HYFLEX	11-840	Safety	20KJ48	PR	1	6.49	0.19	3.3	55AS9	PR	1	4.24	0.19	2.66
162	4,000	Safety Glasses,Clear	KLEENGUARD	25679	Safety	3NTT9	EA	1	8.74	0.19	3.47	1FYY3	EA	1	6.57	0.19	2.7
163	4,000	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	26135	Adhesives, Sealants and Tape	3AB55	EA	1	1.23	0.1	0.55	3PDL5	EA	1	1.13	0.1	0.43
164	4,000	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	ICN-4P32-N	Lighting	1VN22	EA	1	31.16	0.22	15.95	36N040	EA	1	30.23	0.22	17.07
165	4,000	Cleaner/Degreaser,Orange,32 oz	OIL EATER	AOD32111902	Cleaning	6TUK6	EA	1	8.75	0.22	4.49	6TUK5	EA	1	7.33	0.22	3.19
166	4,000	Fluorescent,28 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV841/2XL/ALTO II 28W 30PK	Lighting	492X69	EA	1	10.49	0.22	3.52	492X68	EA	1	7.33	0.22	3.05
167	4,000	Sports Drink Mix,Fruit Punch	GATORADE	03808	Safety	3UYW3	EA	1	4.58	0.19	1.87	3UYW6	EA	1	4.58	0.19	1.87
168	4,000	Instant Cold Pack,White,6" x 4-1/2"	FIRST AID ONLY	K2104	Safety	39P019	EA	1	1.63	0.19	1.06	36PV26	PK	24	25.52	0.19	19.84
169	4,000	Mobilgrease XHP 222,Grease,Cartrdge,14oz	MOBIL	121929	Lubrication	1MUC1	EA	1	10.72	0.1	4.33	443V03	EA	1	8.32	0.1	3.73
170	4,000	2-Cycle Engine Oil,Synth Blnd,26oz,PK6	ECHO	6450001GE	Fleet and Vehicle Maintenance	45J373	PK	6	17.62	0.08	12.19	4NPN8	EA	1	5.82	0.08	3.58
171	4,000	ConstructionAdhesive,10.1fl oz,Cartridge	LOCTITE	2137678	Adhesives, Sealants and Tape	53VA60	EA	1	17.48	0.1	6.6	49UU20	EA	1	13.96	0.1	7.06
172	4,000	Paper Towel Roll,800,Brown,26301,PK6	GEORGIA-PACIFIC	26301	Cleaning	2UJ32	PK	6	91.72	0.22	41.09	28K645	PK	6	73.37	0.22	27.87
173	4,000	Sanding Hand Pad,.Gin W,.9in L,Very Fine	SCOTCH-BRITE	7000000728	Abrasives	4ZR10	EA	1	2.72	0.1	1.22	435Y55	EA	1	0.67	0.1	0.36
174	4,000	Thread Sealant Tape,3/4" W,White	ANTI-SEIZE TECHNOLOGY	26150	Adhesives, Sealants and Tape	3AB56	EA	1	1.86	0.1	1.04	3AB55	EA	1	1.23	0.1	0.55
175	4,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFXL	Safety	797FX4	PK	100	18.48	0.19	6.88	795WP0	PK	100	16.43	0.19	6.43
176	4,000	Battery,Lithium,Size 123,3VDC,PK12	DURACELL PROCELL	PL123	Electronics, Appliances, and Batteries	11W123	PK	12	57.75	0.19	18.67	5PT96	PK	2	11.61	0.19	2.17
177	4,000	Disp Glv,Blk,Nitrile,Exam PF, S,PK100	MICROFLEX	MK-296	Safety	794H43	PK	100	21.27	0.19	9.13	36J015	PK	100	15.99	0.19	11.69
178	3,000	Guide Assembly,Toilets/Urinals	SLOAN	A163A	Plumbing	2XJ99	EA	1	8.8	0.2	4.32						
179	3,000	Linear Fluorescent Bulb,28W,3500K	SYLVANIA	FP28/835/ECO	Lighting	56GK80	EA	1	4.25	0.22	3.04	5AE19	EA	1	14.01	0.22	6.2
180	3,000	Rust Preventative Spray Paint,White,15oz	RUST-OLEUM	V2192838	Paint, Equipment and Supplies	5U708	EA	1	15.38	0.12	5.94	5SEG80	EA	1	14.73	0.12	6
181	3,000	Personal Eye Wash Bottle,1 oz.	HONEYWELL	32-000451-0000	Safety	3PVT3	EA	1	4.99	0.19	2.39	36N054	EA	1	2.81	0.19	1.45
182	3,000	Trash Grabber,Steel,38" L	UNGER	NN900	Cleaning	3UP49	EA	1	69.91	0.22	16.59	13R142	EA	1	41.24	0.22	6.64
183	3,000	Duct Tape,Gray,1.7/8 in x 60 yd,11 mil	NASHUA	398	Adhesives, Sealants and Tape	2WS04	EA	1	14.11	0.1	5.11	6DJ46	EA	1	8.82	0.1	2.93
184	3,000	Linear FLUR,T8,47-3/4" L,G13,4100K	CURRENT	F32T8/25W/SPX41/ECO	Lighting	2ETR8	EA	1	8.03	0.22	5.13	56GK38	EA	1	5.11	0.22	3.65
185	3,000	Disposable Gloves,Rubber Latex,XL,PK50	MICROFLEX	UL-315-XL	Safety	2TEL6	PK	50	25.37	0.19	9.38	53CV57	PK	100	13.89	0.19	5.1
186	3,000	Beverage Cooler,Hard Sided,5.0 gal.	IGLOO	48153	Safety	5DDA9	EA	1	86.55	0.19	32.16	3UYY8	EA	1	66.74	0.19	32.77
187	3,000	Toilet Seat,Elongated Bowl,Open Front	BEMIS	1955CT-000	Plumbing	2P888	EA	1	32.34	0.2	15.93	46W159	EA	1	28.31	0.2	17.523
188	3,000	Linear FLUOR Bulb,T8,35-3/4" L,G13,4100K	CURRENT	F25T8/SP41/ECO	Lighting	6XV06	EA	1	7	0.22	2.7	56GJ99	EA	1	3.78	0.22	2.95
189	3,000	Battery,Alkaline,D,Everyday,PK12	ENERGIZER	EN95	Electronics, Appliances, and Batteries	38W368	PK	12	26.6	0.19	12.6	5LE21	PK	12	22.2	0.19	9.24
190	3,000	Linear LED Bulb,T8,23-3/4" L,G13,4000K	PHILIPS	7T8/MAS/24-840/IF11/P/DIM 10/1	Lighting	52ZX61	EA	1	18.56	0.22	7.14	406T67	EA	1	12.03	0.22	8.44
191	3,000	Hand Warmer,Up to 8 hr.,2" L,PK40	LITTLE HOTTIES	07221	Safety	45DV49	PK	40	44.83	0.19	15.61	26KF07	PR	1	1.34	0.19	0.46
192	3,000	Servomotor,Acorn	ACORN	2563-020-002	Plumbing	1KAA5	EA	1	137.06	0.2	59.86	2EVK6	EA	1	114.09	0.2	49.54
193	3,000	Coated Gloves,Palm and Fingers,9,9"	HYFLEX	11-801	Safety	5AJ29	PR	1	6.49	0.19	3.89	6DVY83	PR	1	2.41	0.19	1.53
194	3,000	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED14BDT8/G4/850	Lighting	5SGT94	EA	1	13.09	0.22	7.35						
195	3,000	Combination Padlock,1 1/2 in,Rectangle	MASTER LOCK	175	Security	1U172	EA	1	29.39	0.15	14.15	6JD54	EA	1	21.06	0.15	9.7
196	3,000	Sweatband,Drybrow,AA-100	JACKSON SAFETY	16750	Safety	62KE21	EA	1	1.38	0.19	1.01	33T214	PK	100	69.63	0.19	54.58
197	3,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N193	Safety	2VLY8	PK	100	23.23	0.19	6.5	795WN9	PK	100	16.43	0.19	11.42
198	3,000	Precision Line Marking Paint,20 oz,White	RUST-OLEUM	203030V	Paint, Equipment and Supplies	783AD5	EA	1	12.22	0.12	4.09	21CJ69	EA	1	11.01	0.12	3.85
199	3,000	Lantern Battery,Alkaline,6VDC,Spring	ENERGIZER	EN529	Electronics, Appliances, and Batteries	22M709	EA	1	20.98	0.19	9.4	54ZG68	EA	1	7.19	0.19	4.37
200	3,000	Disposable Gloves,Neoprene,L,PK100	MICROFLEX	25-101	Safety	1FEX3	PK	100	36.6	0.19	12.35	4GC50	EA	100	26.44	0.19	8.71
201	3,000	Battery,Alkaline,C,Everyday,PK12	ENERGIZER	EN93	Electronics, Appliances, and Batteries	38W367	PK	12	15.43	0.19	8.57	3VY97	PK	4	13.02	0.19	6.55
202	3,000	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	V2178838	Paint, Equipment and Supplies	2FP66	EA	1	15.38	0.12	5.94	5SEG62	EA	1	14.73	0.12	6
203	3,000	Lamp Holder,for Medium Bi-Pin T8 or T12	HUBBELL WIRING DEVICE-KELLEMS	RL320	Lighting	3DG71	EA	1	6.8	0.22	3.66	799L68	EA	1	2.76	0.22	1.95
204	3,000	Blnk Bx Mnt Wll Plt,Stnd;Slvr,1Gng,Matte	HUBBELL	5S13	Electrical	5C266	EA	1	5.16	0.23	1.33	2EAW7	EA	1	8.63	0.23	2.23
205	3,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL965/ALTO 30PK	Lighting	492X57	EA	1	6.19	0.22	2.18	3JJ79	EA	1	5.51	0.22	2.52
206	3,000	Diaphragm Assembly,Sloan	SLOAN	A37A	Plumbing	5P212	EA	1	34.29	0.2	14.79	41U81	EA	1	30.04	0.2	8.44
207	3,000	Linear Fluorescent Bulb,32W,5000K	SYLVANIA	FO32/850/ECO	Lighting	56GK45	EA	1	4.07	0.22	2.91	56GK84	EA	1	4.09	0.22	2.93
208	3,000	Ant and Roach Killer,Aerosol,17.5 oz.	RAID	697318	Outdoor Equipment	45CR50	EA	1	12.31	0.12	5.2	36WG41	EA	1	8.99	0.12	4.04
209	3,000	Spray Paint,Silver Aluminum,14 oz.	RUST-OLEUM	V2115838	Paint, Equipment and Supplies	2FP61	EA	1	16.17	0.12	7.02	800T24	EA	1	10.6	0.12	8.8
210	3,000	Rust Preventative Spray Paint,Silver	RUST-OLEUM	7515838	Paint, Equipment and Supplies	490R98	EA	1	18.53	0.12	6.21	800T24	EA	1	10.6	0.12	8.8
211	3,000	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W766	Material Handling	1W766	EA	1	1.08	0.15	0.76	1W767	EA	1	1.4	0.15	0.98
212	3,000	Linear FLUOR Bulb,T5,45-1/4" L,G5,4100K	CURRENT	F54W/T5/841/HO/ECO	Lighting	5AE35	EA	1	7.93	0.22	5.02	56GK91	EA	1	4.25	0.22	3.31
213	3,000	Replacement Eye Wash Bottle,32 oz.	HONEYWELL	32-000455-0000-HS	Safety	3ARE1	EA	1	22.02	0.19	10.8	3ARE2	EA	1	17.77	0.19	7.34
214	3,000	Toilet Paper Roll,Cont,Wt,12798,PK8	GEORGIA-PACIFIC	12798	Cleaning	1PHJ2	EA	8	85.94	0.22	39.5	39FK94	PK	4	55.47	0.22	26.67
215	3,000	Instant Cold Pack,White,6In. x 4In.	MEDI-FIRST	7241M	Safety	3LPG2	EA	1	1.68	0.19	0.76	39P019	EA	1	1.63	0.19	1.06
216	3,000	Sports Drink Mix,Glacier Freeze	GATORADE	33677	Safety	1AJ97	EA	1	11.18	0.19	4.42	3UZR8	EA	1	7.86	0.19	2.63
217	3,000	Safety Glasses,Clear,Uncoated	3M	11228-00000-100	Safety	5JDW7	EA	1	2.46	0.19	0.88	4VCG3	EA	1	1.62	0.19	0.87
218	3,000	Disposable Gloves,Nitrile,XL,PK100	TOUCHNTUFF	92-600	Safety	4GC51	PK	100	26.44	0.19	9.25	48UN18	PK	50	14.92	0.19	7.78
219	3,000	Chemical Resistant Gloves,Nitrile,L,PR	SHOWA	727-09	Safety	29UP90	PR	1	2.77	0.19	1.35	4JF20	PR	1	2.77	0.19	1.47
220	3,000	Battery,Alkaline,9V,Everyday,PK12	ENERGIZER	EN22	Electronics, Appliances, and Batteries	38W369	PK	12	32.33	0.19	14.25	64NU65	PK	12	22.77	0.19	11.94
221	3,000	Bungee Strap,Black,31" L	GOLDLINE	635197742	Material Handling	14J850	EA	1	3.34	0.15	2.27	14J849	EA	1	2.74	0.15	1.54
222	3,000	Coated Gloves,Nylon,L,PR	MCR SAFETY	N9674L	Safety	2ELL6	PR	1	6.97	0.19	2.84	6DWF89	PR	1	4.27	0.19	2.58
223	3,000	Line Marking Paint,20oz,FluorescentGreen	RUST-OLEUM	203023V	Paint, Equipment and Supplies	783AC8	EA	1	12.22	0.12	4.09	21CJ75	EA	1	11.01	0.12	3.85
224	3,000	Plug-In CFL Bulb,3500K,40W,20,000 hr	CURRENT	F40/308X/SPX35	Lighting	4VC26	EA	1	18.83	0.22	8.13	56GK90	EA	1	6.31	0.22	4.52
225	3,000	Plug-In CFL Bulb,4100K,26W,17,000 hr	CURRENT	F26DBX/841/ECO4P	Lighting	1PGY7	EA	1	12.61	0.22	5.29	56GK85	EA	1	2.93	0.22	2.29

226	3,000	Line Marking Paint,20oz,Fluorescent Pink	RUST-OLEUM	1861838	Paint, Equipment and Supplies	6YH17	EA	1	10.45	0.12	3.82	6YH10	EA	1	7.06	0.12	2.89
227	3,000	Maintenance Absorbent,25 lb.,Bag	OIL-DRI	I05025-G70	Safety	24X071	EA	1	16.23	0.19	6.83	35UX85	EA	1	8.78	0.19	7.26
228	3,000	Brake Parts Cleaner,20 oz. Aerosol	CRC	05089	Fleet and Vehicle Maintenance	5YK77	EA	1	9.68	0.08	4.66	1PKT6	EA	1	8.65	0.08	8.17
229	3,000	Loose Wheel Nut Indicator,33mm,Plastic	CHECKPOINT	CPY33MM	Fleet and Vehicle Maintenance	38XK88	EA	1	1.31	0.08	0.84						
230	3,000	Lobby Broom,7 1/2 in L,7 7/8 in Face	RUBBERMAID COMMERCIAL PRODUCTS	FG637400BLA	Cleaning	5W638	EA	1	17.47	0.22	4.37	1VAC2	EA	1	8.97	0.22	2.9
231	3,000	Tank to Bowl Kit,Universal Fit	KISSLER	68-7321	Plumbing	14U358	EA	1	4.61	0.2	2.85	14U357	EA	1	4.38	0.2	2.73
232	3,000	Sports Drink Mix,Orange	GATORADE	03970	Safety	5T406	EA	1	11.18	0.19	4.42	1UF15	EA	1	7.86	0.19	2.63
233	3,000	Electrical Box,Square,4x4x2,30.3 cu. in.	RACO	232	Electrical	5A052	EA	1	7.16	0.23	1.92	6XC65	EA	1	4.44	0.23	1.58
234	3,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFM	Safety	797FX2	PK	100	18.48	0.19	9.32	793JR3	PK	100	12.38	0.19	8.2
235	3,000	Replacement Eye Wash Bottle,16 oz.	HONEYWELL	32-000454-0000-H5	Safety	3ARE2	EA	1	17.77	0.19	7.34	36N057	EA	1	12.22	0.19	6.33
236	3,000	Button Battery,Lithium,3VDC,1/3 N	DURACELL	DL1/3NBPK	Electronics, Appliances, and Batteries	1ANB8	EA	1	8.71	0.19	2.52						
237	3,000	Coated Gloves,Cotton/Polyester,L,PR	MCR SAFETY	F7300L	Safety	48GG94	PR	1	5.82	0.19	2.48	48AT55	PR	1	3.71	0.19	2.29
238	3,000	Linear FLUOR Bulb,T5,45-1/4" L,GS,3500K	CURRENT	F28WT5/835/ECO	Lighting	5AE19	EA	1	14.01	0.22	6.2	56GK80	EA	1	4.25	0.22	3.04
239	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	16448012	Material Handling	53GN17	EA	1	7.39	0.15	3.51	39UV72	EA	1	12.19	0.15	6.42
240	3,000	Plug-In CFL Bulb,4100K,42W,17,000 hr	CURRENT	F42TBX/841/A/ECO	Lighting	1PHA9	EA	1	13.18	0.22	6.91	56GK72	EA	1	6.71	0.22	5.23
241	3,000	Coin Battery,Lithium,3VDC,2450	DURACELL	DL2450BPK	Electronics, Appliances, and Batteries	2HYK2	EA	1	5.79	0.19	1.43	5HXG6	EA	1	4.48	0.19	0.91
242	3,000	Silicone Caulk,White,Alex Plus	DAP	18152	Adhesives, Sealants and Tape	5A466	EA	1	5.61	0.1	2.13	5E079	EA	1	3.99	0.1	2.01
243	3,000	Graffiti Rem,Trigger Spray Btl,32 oz	KRUD KUTTER	GR326	Cleaning	10K017	EA	1	19.37	0.22	10.05	6KHD7	EA	1	12.93	0.22	9.68
244	3,000	Handle Repair Kit,Sloan	SLOAN	B50A	Plumbing	5E545	EA	1	5.84	0.2	3.24						
245	3,000	Digital Thermometer,Oral,5 In. L, Dual	MABIS	15-713-000	Safety	4WPE9	EA	1	6.15	0.19	2.96	4WPF1	EA	1	7.81	0.19	4.72
246	3,000	FLUOR Ballast,Electronic,Instant,53W	CURRENT	GE232MAXP-N-ULTRA	Lighting	2VEW8	EA	1	25.25	0.22	12.93	5PTN4	EA	1	21.23	0.22	15.44
247	3,000	Paper Towel Roll,800,Brown,89480,PK6	GEORGIA-PACIFIC	89480	Cleaning	4ACU1	PK	6	157.26	0.22	68.72	3EB46	PK	6	168.55	0.22	71.56
248	3,000	Battery,Alkaline,AAA,Premium,PK24	DURACELL	MN2400BKD	Electronics, Appliances, and Batteries	22A625	PK	24	31.59	0.19	13.8	56LL51	PK	24	15.84	0.19	5.71
249	3,000	Ear Plugs,Corded,Flanged,25dB,PR1	3M	340-4002	Safety	4T152	PR	1	3.09	0.19	2.01	4T151	PR	1	2.39	0.19	1.12
250	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	14958006	Material Handling	56JU38	EA	1	9.55	0.15	7.31	53GN17	EA	1	7.39	0.15	3.51
251	3,000	Linear Fluorescent Bulb,32W,6500K	SYLVANIA	FO32/865/XP/ECO	Lighting	56GK79	EA	1	4.4	0.22	3.43	3JJ79	EA	1	5.51	0.22	2.52
252	3,000	Absorbent Pad,Universal,Yellow,PK22	RUBBERMAID COMMERCIAL PRODUCTS	FG425300YEL	Safety	3NB39	PK	22	35.23	0.19	12.55	30RA03	PK	200	189.32	0.19	92.41
253	3,000	Disposable Gloves,Nitrile,XL,PK50	SHOWA	7700PFTXL	Safety	4JY29	PK	50	17.66	0.19	8.33	53CV61	PK	100	13.94	0.19	9.98
254	3,000	Coated Gloves,Knit,XL,10" L	BDG	99-1-9606-10	Safety	5SLA30	PR	1	5.37	0.19	3.92	48GJ60	PR	1	3.67	0.19	2.12
255	3,000	Filter,Magenta,Bayonet,PK2	3M	2091	Safety	4JG27	PK	2	14.76	0.19	7.57	5WY24	PK	2	18.16	0.19	8.22
256	3,000	DupRcptWllPlt,Stnd;Ivory,1Gng,Smth Stn	HUBBELL	PBI	Electrical	55KT43	EA	1	0.98	0.23	0.47						
257	3,000	Paper Towel Sheets,White,125,21000,PK16	GEORGIA-PACIFIC	21000	Cleaning	3JG98	PK	16	72.72	0.22	32.53	60FG16	PK	16	70.19	0.22	33.03
258	3,000	Mini CPR Key Ring,CPR Barrier,Nylon	GENUINE FIRST AID	9999-2401	Safety	34WK80	EA	1	2.61	0.19	1.36						
259	3,000	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	N642	Safety	2VLZ7	PK	100	17.84	0.19	12.5	2VLY3	PK	100	14.68	0.19	6.22
260	3,000	Cut Resistant Gloves,Blue/Gray,XL,PR	ACTIVARMR	80-100	Safety	4JY14	PR	1	5.09	0.19	3.33	48UR55	PR	1	3.48	0.19	2.13
261	3,000	Gasket,Acorn	ACORN	0469-005-000	Plumbing	2EVR4	EA	1	5.27	0.2	2.08						
262	3,000	Windshield Wash Cleaner,1 Gal,-20 F	SPLASH	234526	Fleet and Vehicle Maintenance	2EXW5	EA	1	6.74	0.08	2.28	2EXW7	EA	1	3.95	0.08	2.47
263	3,000	Toilet Paper Roll,1000,White,19510,PK6	GEORGIA-PACIFIC	19510	Cleaning	19YA04	PK	6	97.95	0.22	42.89	32GV95	PK	16	122.71	0.22	50.09
264	3,000	Linear FLUOR Bulb,T5,45-1/4" L,GS,3500K	CURRENT	F54W/T5/835/HO/ECO	Lighting	5AE34	EA	1	11.55	0.22	5.24	56GK55	EA	1	4.25	0.22	3.04
265	3,000	Hand Warmer,2-1/4 in. x 3-1/2 In.,PK10	HOTHANDS	HH210PK48	Safety	26KF14	PK	10	12.93	0.19	4.85	26KF08	PK	3	4.21	0.19	1.53
266	3,000	Medicine Cabinet,22 in H,16 in W	KETCHAM	1622-5M	Plumbing	6MXY4	EA	1	99.88	0.2	49.36	46LB5	EA	1	90.2	0.2	45.7
267	3,000	Disinfecting Wipes,160 ct,Canister	PDI	Q55172	Cleaning	9RYJ7	EA	1	16.91	0.22	6.86	32KL75	EA	1	8.54	0.22	4.23
268	3,000	Coated Gloves,Black/Blue,XL	SHOWA	380XL-09	Safety	2AFD6	PR	1	6.71	0.19	3.34	485R65	PR	1	5.17	0.19	2.95
269	3,000	Linear Fluorescent Bulb,28W,4100K	SYLVANIA	FP28/841/ECO	Lighting	56GK75	EA	1	4.25	0.22	3.31	5AE20	EA	1	12.92	0.22	4.41
270	3,000	Grab Bar,SS,Knurled Satin,18 in L	WINGITS	WGB65SKN18	Plumbing	34CE86	EA	1	39.24	0.2	16.38	3P920	EA	1	36.06	0.2	12.65
271	3,000	Coated Gloves,Palm Finger,Blk/Gry,9,PR	HYFLEX	11-600	Safety	4UJ93	PR	1	3.59	0.19	2.2	21NM50	PR	1	2.19	0.19	1.42
272	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	16598008	Material Handling	53GN18	EA	1	19.21	0.15	9.16	52JM07	EA	1	21.86	0.15	10.076
273	3,000	Beverage Cooler,Hard Sided,3.0 gal.	IGLOO	431	Safety	32C45	EA	1	67.83	0.19	28.52	6YG04	EA	1	55.55	0.19	24.28
274	3,000	Baseboard Stripper,Liquid,21 oz	3M	14001	Cleaning	3U123	EA	1	33.62	0.22	15.83	10F958	EA	1	16.03	0.22	7.69
275	3,000	Vacuum Breaker Assembly,Zurn	ZURN	P6000-B-HP	Plumbing	25CH47	EA	1	4.94	0.2	2.52	14U335	EA	1	2.98	0.2	2.29
276	3,000	Bungee Strap,Black,21" L	GOLDLINE	635196942	Material Handling	14JB49	EA	1	2.74	0.15	1.54	14J850	EA	1	3.34	0.15	2.27
277	3,000	ProPress 90 elbow, 1/4" x 3/4"	VIEGA PROPRESS	77022	Plumbing	48RH53	EA	1	5.52	0.2	3.72						
278	3,000	Star Edger Blade, 9 In. Dia.	STENS	375-411	Outdoor Equipment	11T607	EA	1	15.08	0.12	8.94	11T596	EA	1	5.96	0.12	3.86
279	3,000	Coated Gloves,Nitrile,Black/Gray,9	HYFLEX	11-840	Safety	20KJ47	PR	1	6.49	0.19	3.89	60WF89	PR	1	4.27	0.19	2.58
280	3,000	Mop Bucket and Wringer,Yellow,8 3/4 gal	RUBBERMAID COMMERCIAL PRODUCTS	FG758088YEL	Cleaning	5NY79	EA	1	190.62	0.22	66.61	2PYH5	EA	1	97.43	0.22	33.24
281	3,000	Linear Fluorescent Bulb,32W,3500K	SYLVANIA	FO32/835/XV/ECO	Lighting	56GK94	EA	1	4.09	0.22	2.93	56GK81	EA	1	4.11	0.22	2.94
282	3,000	FLUOR Ballast,Electronic,Instant,56W	CURRENT	GE232MAX-G-N	Lighting	2VEW9	EA	1	21.6	0.22	13.53	5PTN4	EA	1	21.23	0.22	15.44
283	3,000	Paper Towel Sheets,Brown,250,23304,PK16	GEORGIA-PACIFIC	23304	Cleaning	2UZ29	PK	16	75.17	0.22	32.99	38C404	PK	16	72.66	0.22	28.83
284	3,000	Coated Gloves,3/4 Dip,10-1/2",XL,	MCR SAFETY	9669XL	Safety	21NM53	PR	1	2.19	0.19	1.42	48UP89	PR	1	1.75	0.19	0.98
285	3,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL950/ALTO 30PK	Lighting	492XS6	EA	1	5.61	0.22	2.06	56GK30	EA	1	5.17	0.22	3.74
286	3,000	Pipe Sealant Tape,Black,PVC,1199" L	SHURTAPE	PW 100	Adhesives, Sealants and Tape	415F90	EA	1	14.39	0.1	6.33	13P432	EA	1	10.89	0.1	4.7
287	3,000	Rust Preventative Spray Primer,Gray,15oz	RUST-OLEUM	V2182838	Paint, Equipment and Supplies	5U705	EA	1	15.52	0.12	7.28	36XE38	EA	1	7.95	0.12	7.04
288	3,000	Chemical Resistant Glove,14" L,Sz 10,PR	ALPHATEC	39-124	Safety	5AZ80	PR	1	12.95	0.19	7.9	4FZ22	PR	1	10.83	0.19	8.76
289	3,000	Hand Cleaning Towels,6" x 8",Citrus	D-LEAD	WT041	Cleaning	3VDJ5	EA	1	14.31	0.22	7.53	53DJ74	PK	2	199.11	0.22	114.4
290	3,000	Storage Tote,Clear/White,Polypropylene	STERILITE	16428012	Material Handling	53GN16	EA	1	4.09	0.15	2.26	56JU36	EA	1	3.69	0.15	2.83
291	3,000	Hard Hat,Type 1, Class E,Ratchet,White	MSA	475369	Safety	4LN96	EA	1	36.96	0.19	18.2	52LD06	EA	1	26.13	0.19	4.88
292	3,000	Sports Drink Mix,Orange	GATORADE	3957	Safety	3UYW6	EA	1	4.58	0.19	1.87	3UYW5	EA	1	4.58	0.19	1.87
293	3,000	Wire Rope Oval Sleeve,3/32 In,122 Copper	LOOS	SL2-3	Material Handling	16XJ77	EA	1	0.37	0.15	0.28	16X776	EA	1	0.31	0.15	0.19
294	2,000	FloorStripper,Liquid,5 Gal,Hose End Sprayer	DIVERSEY	95547312	Cleaning	20JB49	EA	1	287.31	0.22	108.8	36XS51	EA	1	68.32	0.22	25.86
295	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL850 PLUS ALTO HV 30PK	Lighting	492X60	EA	1	7.83	0.22	4	56GK84	EA	1	4.09	0.22	2.93
296	2,000	Sports Drink Mix,Lemon Lime,Regular,PK10	GATORADE	04700	Safety	61KG05	PK	10	11.39	0.19	8.31	12R143	PK	8	9.92	0.19	4.84
297	2,000	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W771	Material Handling	1W771	EA	1	1.47	0.15	1.02	1W772	EA	1	1.61	0.15	1.13
298	2,000	Storage Tote,Clear/Blue,Polypropylene	STERILITE	14449606	Material Handling	52JL98	EA	1	21.03	0.15	10.39	53GN18	EA	1	19.21	0.15	9.16
299	2,000	Universal Absorbent,25 lb.,Bag	EP MINERALS	8925	Safety	6RKJ5	EA	1	14.8	0.19	9.12	35UX85	EA	1	8.78	0.19	7.26
300	2,000	Ztek,Clear Lens,Clear Antifog Lens	PYRAMEX	S2510ST	Safety	29XT62	EA	1	3.76	0.19	1.22	1ETK3	EA	1	2.6	0.19	0.84
301	2,000	Glass Scraper,Flexible,1-1/2",Steel	HYDE	13050	Hand Tools	5LM21	EA	1	5.23	0.14	2.42	4MUW8	EA	1	3.24	0.14	1.67
302	2,000	Relief Valve,Sloan	SLOAN	A19AC	Plumbing	2XU10	EA	1	11.65	0.2	4.87	2XU11	EA	1	10.31	0.2	5.13
303	2,000	Storage Tote,Clear/White,Polypropylene	STERILITE	14968006	Material Handling	52VN74	EA	1	16.15	0.15	7.48	56JU43	EA	1	18.79	0.15	10.35
304	2,000	11 oz.,Aerosol,Penetrant	LIQUID WRENCH	L112	Lubrication	54YT50	EA	1	9.03	0.1	7.56	54YT49	EA	1	7.71	0.1	5.88
305	2,000	Multi-Bit Screwdriver,11-in-1,SAE	KLEIN TOOLS	32500	Hand Tools	2RKT1	EA	1	27.53	0.14	15.59	63CU20	EA	1	25.31	0.14	14.15
306	2,000	Marking Paint,20 oz,APWA Blue	KRYLON INDUSTRIAL	A03621007	Paint, Equipment and Supplies	54TH45	EA	1	13.26	0.12	4.31	783AC7	EA	1	12.22	0.12	4.09
307	2,000	Beverage Jug,Plastic,Blue/White,1 gal	COLEMAN	2158645	Safety	790LN2	EA	1	13.07	0.19	9.53	3UZX4	EA	1	20.23	0.19	14.63
308	2,000	Strt Plg,Blk; Wht,15 A,Stnd,5-15P	HUBBELL	HBL5266C	Electrical	4A250	EA	1	25.98	0.23	8.33	3D224	EA	1	18.52	0.23	7.06
309	2,000	Ice Melt,Granular,50 lb.,Carton,-20 F	PREMIERE	SU050BX-GR	Outdoor Equipment	4KA50	EA	1	42.35	0.12	21.43	4W973	EA	1	33.6	0.12	17.49
310	2,000	Bungee Strap,Black,15" L	GOLDLINE	635197842	Material Handling	14JB48	EA	1	2.42	0.15	1.63	14JB47	EA	1	1.97	0.15	0.84
311	2,000	Lever Door Handle,Clear Aluminum,5" H	KABA ILCO	IL-KODH-5-AL	Hardware	40U03	EA	1	9.53	0.05	4.53	40UK99	EA	1	7.53	0.05	3.57
312	2,000	ProPress 90 elbow, 1/2" x 1/2"	VIEGA PROPRESS	77317	Plumbing	1RPJ4	EA	1	3.69	0.2	2.48						
313	2,000	Coated Glvs,Palm Finger,Blk/Gry,10,PR	HYFLEX	11-600	Safety	4JU94	PR	1	3.59	0.19	2.2	21NM53	PR	1	2.19	0.19	1.42
314	2,000	Coated Gloves,Nylon,M,PR	MCR SAFETY	N9674M	Safety	2ELL7	PR	1	6.97	0.19	2.84	19K976	PR	1	5.05	0.19	1.73
315	2,000	Elec Tape,60 ft Lx3/4 in W,6 mil,Black	3M	1658K4A	Adhesives, Sealants and Tape	61CF49	EA	1	2.41	0.1	2.02	19N746	EA	1	1.61	0.1	1.14
316	2,000	Rocker Wall Plate,Mid;Wht,1Gng,Smth Stn	HUBBELL	PJ26W	Electrical	5SKT58	EA	1	1.02	0.23	0.64	5SKT13	EA	1	0.74	0.23	0.47
317	2,000	Fuel Cylinder,MAP-Pro,14.1 oz	BERNZOMATIC	333668	Welding	2YMW6	EA	1	19.58	0.1	11.08	5UX34	EA	1	13.92	0.1	7.56
318	2,000	Conduit Clamp,Steel,Overall L 2.17in	RACO	1333	Electrical	2D6F25	EA	1	0.35	0.23	0.22						
319	2,000	Aerosol Paint,Sunburst Yellow,Gloss	RUST-OLEUM	7747830	Paint, Equipment and Supplies	36RD95	EA	1	16.61	0.12	6.32	6KN96	EA	1	9	0.12	6.886
320	2,000	Silicone Sealant,Clear,All Purpose	GE	2795576	Adhesives, Sealants and Tape	4UG98	EA	1	13.46	0.1	5.54	5a468	EA	1	8.56	0.1	3.94
321	2,000	Inverted Marking Chalk,20 oz,White	RUST-OLEUM	205237	Paint, Equipment and Supplies	3BU10	EA	1	14.49	0.12	4.75	6KP41	EA	1	11.32	0.12	4.09
322	2,000	Aerosol Duster,Net 10 Oz.	SPRAYWAY	SW805	Office Supplies	45C01B	EA	1	23.48	0.05	8.96	19Y59	EA	1	16.31	0.05	6.25
323	2,000	Battery,Lithium,Size 123,3VDC,PK12	STREAMLIGHT	85177	Electronics, Appliances, and Batteries	2VEW2	PK	12	41.72	0.19	21.51	2VEW1	PK	2	10.14	0.19	4.46
324	2,000	Safety Glasses,Blue Mirror	KLEENGUARD	14481	Safety	33VA55	EA	1	9.64	0.19	3.55	29X777	EA	1	4.6	0.19	1.43
325	2,000	Wasp and Hornet Killer,14 oz.,Aerosol	HOT SHOT	HG-13415	Outdoor Equipment	36WG20	EA	1	12.37	0.12	4.88	2DCB5	EA	1	11.05	0.12	7.205
326	2,000	Coin Battery,Lithium,3VDC,2032	ENERGIZER	ECR2032BP	Electronics, Appliances, and Batteries	4SEK15	EA	1	2.95	0.19	1.27	4LW11	EA	1	1.99	0.19	0.41
327	2,000	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	BD-1003-NPF-L	Safety	3ST202	PK	100	16.58	0.19	12.22	4BUM41	PK	100	13.94	0.19	9.98
328	2,000	Silicone Sealant,Clear,Window,Door	DAP	08641	Adhesives, Sealants and Tape	5A463	EA	1	16.69	0.1	5.34	5E077	EA	1	12.41	0.1	4.58
329	2,000	Beverage Cooler,Hard Sided,2.0 gal.	IGLOO	421	Safety	6YG04	EA	1	55.55	0.19	24.28	6DUF79	EA	1	21.19	0.19	15.44
330	2,000	Line Marking Paint,20 oz,Fluor. Orange	RUST-OLEUM	203036	Paint, Equipment and Supplies	6KP38	EA	1	11.32	0.12	4.09	21CJ77	EA	1	11.01	0.12	3.85
331	2,000	Linear Fluorescent Bulb,54W,4100K	SYLVANIA	FPS4/841/HO/ECO	Lighting	56GK91	EA	1	4.25	0.22	3.31	5AE35	EA	1	7.93	0.22	5.02
332	2,000	Disposable Respirator,Universal,P100	3M	8293	Safety	4MH54	EA	1	21.58	0.19	11.34	3KP43	PK	20	32.61	0.19	19.57
333	2,000	Construction Marking Paint,20 oz,White	RUST-OLEUM	266692	Paint, Equipment and Supplies	21CJ69	EA	1	11.01	0.12	3.85	6KP41	EA	1	11.32	0.12	4.09
334	2,000	Acid/Flux Brush,3/8 in Brush L	WEILER	44089	Cleaning	31NF92	EA	1	0.49	0.22	0.32	1VAH7	PK	24	8.57	0.1	4.92
335	2,000	Toilet Paper Roll,550,Wt,19880/01,PK80	GEORGIA-PACIFIC	19880/01	Cleaning	4TE17	PK	80	130.97	0.22	60.44	38C405	PK	48	79.37	0.22	33.27
336	2,000	Electrical Box Cover,Blank,4-1/8 in.	RACO	752	Electrical	5A053	EA	1	1.74	0.23	0.73	3KF44	EA	1	1.94	0.23	0.77
337	2,000	Lubricant,12 oz.,Aerosol	TRI-FLOW	TF200271	Lubrication	3KB67	EA	1	32.51	0.1	11.92	6KDY0	EA	1	12.64	0.1	5.48
338	2,000	Disposable Gloves,Rubber Latex,M,PK100	MICROFLEX	MF-300-M	Safety	2TEK5	PK	100	25.76	0.19	15.46	2XMC2	PK	100	13.89	0.19	8.19
339	2,000	Beverage Jug,Gray,1 gal	IGLOO	31388	Safety	6DUF79	EA	1	21.19	0.19	15.44	790LN2	EA	1	13.07	0.19	9.53
340	2,000	Sports Drink Mix,Fruit Punch,PK10	GATORADE	04702	Safety	61KG04	PK	10	11.39	0.19	8.31	12R142	PK	8	9.92	0.19	4.84
341	2,000	Connector,Steel,Overall L 1 15/32in	RACO	2123	Electrical	52AU83	EA	1	1.31	0.23	0.58	52AU61	EA	1	0.91	0.23	0.49

342	2,000	Pleated Air Filter	PURAFILTER	24242MV13	HVAC and Refrigeration	60YP42	EA	1	25.08	0.4	15.05	6ORD84	EA	1	28.19	0.4	10.02
343	2,000	Linear LED Bulb,T8,47-3/4" L,G13,5000K	PHILIPS	14T8/COR/48-850/IF21/G/DIM 10/1	Lighting	406T69	EA	1	14.02	0.22	5.42	467W20	EA	1	12.68	0.22	5.66
344	2,000	Glove,Blk Nitrl PlmCoat,Gry,10,PR	HYFLEX	11-801	Safety	5AJ30	PR	1	6.49	0.19	4.11	60VY84	PR	1	2.41	0.19	1.62
345	2,000	Plug-In CFL Bulb,32W,2400 lm,3500K	SYLVANIA	CF32DT/E/IN/835/ECO	Lighting	56GK86	EA	1	8.18	0.22	6.22	1PHA4	EA	1	16.36	0.22	6.8
346	2,000	Contact Clnr,Aero Spray Can,11 oz,Liq,QD	CRC	03130	Cleaning	1D262	EA	1	28.96	0.22	12.86	4JB63	EA	1	28.71	0.22	11.43
347	2,000	11 wt oz.,Aerosol Can,Lubricants	LPS	00116	Lubrication	6Y743	EA	1	22.77	0.1	11.28	19C657	EA	1	17.25	0.1	8.39
348	2,000	Metallic Conduit,Steel,Trd Sz 1/2in	ALLIED	583195	Electrical	6XC30	EA	1	12.56	0.23	4.93	1YTF7	EA	1	9.12	0.23	5.2
349	2,000	Connector,Die Cast Zinc,Overall L 0.81in	RACO	2711	Electrical	52AX66	EA	1	1.15	0.23	0.51						
350	2,000	Dup Rcpt Wll Plt,Strnd;Wht,1Gng,Smth Stn	HUBBELL	PBW	Electrical	55KT46	EA	1	0.98	0.23	0.47						
351	2,000	Plug-In CFL Bulb,3500K,26W,17,000 hr	CURRENT	F26DBX/835/ECO4P	Lighting	1PGY6	EA	1	11.36	0.22	5.51	56GK87	EA	1	2.93	0.22	2.09
352	2,000	Key Reel,48 In,Kevlar(R) Cord,Belt Clip	KEY-BAK	0548-803	Security	1PGP7	EA	1	20.73	0.15	8.39	6YLP1	EA	1	16.95	0.15	6.67
353	2,000	Control Stop Repair Kit,Sloan	SLOAN	H541ASD	Plumbing	2XU31	EA	1	19.36	0.2	9						
354	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL930/ALTO 30PK	Lighting	492X53	EA	1	5.47	0.22	2.06	4PL14	EA	1	5.23	0.22	2.22
355	2,000	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	IOPA-2P32-N	Lighting	5PTN4	EA	1	21.23	0.22	15.44						
356	2,000	Chemical Resistant Glove,17 mil,Sz 9,PR	ALPHATEC	87-198	Safety	1RL37	PR	1	1.8	0.19	1.03	48UP18	PR	1	1.25	0.19	1.133
357	2,000	Disposable Respirator,Universal,N95,PK20	3M	8210	Safety	3KP43	PK	20	32.61	0.19	19.57	56LA92	PK	20	14.73	0.19	11.93
358	2,000	Safety Glass,Clear Lens,Half-Frame	MCR SAFETY	CL400	Safety	55KY22	EA	1	2.78	0.19	2.02	4VCG3	EA	1	1.62	0.19	0.87
359	2,000	Athletic Field Striping Paint,20oz,White	RUST-OLEUM	206043	Paint, Equipment and Supplies	3BU13	EA	1	14.77	0.12	4.98	21CJ69	EA	1	11.01	0.12	3.85
360	2,000	FLUOR Ballast,Electronic,Instant,110W	CURRENT	GE432MAXP-N-ULTRA	Lighting	5GVC4	EA	1	30.88	0.22	17.17	4KGF6	EA	1	24.71	0.22	16.4
361	2,000	Sanitary Napkin Bags,10" x 9",PK250	HOSPECO	HS-6141	Cleaning	3UB24	PK	250	42.67	0.22	12.25	5FW85	PK	500	59.45	0.22	15.38
362	2,000	660 W,White,Medium Bi-Pin (G13)	LEVITON	13353-NX	Lighting	799L68	EA	1	2.76	0.22	1.95						
363	2,000	Disinfecting Wipes,(12) 160 ct,PK12	DIVERSEY	4599516	Cleaning	5KRJ1	PK	12	321.95	0.22	113.8	11Y625	EA	1	12.27	0.22	4.63
364	2,000	Disposable Gloves,Nitrile,S,PK100	TOUCHNTUFF	92-600	Safety	4GC48	PK	100	26.44	0.19	9.25	48UN15	PK	50	14.92	0.19	5.4
365	2,000	Elbow,90 Deg,Wrot Copper,1/2" Tube	NIBCO	607 S	Plumbing	5P051	EA	1	1.34	0.2	0.78						
366	2,000	Disposable Gloves,Nitrile,L,PK100	SHOWA	6110PF L	Safety	59LT61	PK	100	18.72	0.19	10.45	35T199	PK	100	16.58	0.19	10.45
367	2,000	Disposable Gloves,Nitrile,M,PK100	SHOWA	6110PF M	Safety	59LT60	PK	100	18.72	0.19	10.45	35T201	PK	100	16.58	0.19	12.22
368	2,000	Servomotor Plate,Acorn	ACORN	2563-019-001	Plumbing	2EVY1	EA	1	10.99	0.2	5.47						
369	2,000	Nitrile,Disposable,Biodegradable,PK100	SHOWA	7500PFS	Safety	797FX1	PK	100	18.48	0.19	12.22	48UM39	PK	100	13.94	0.19	9.98
370	2,000	Nesting Container,Gray,Plastic	RUBBERMAID COMMERCIAL PRODUCTS	FG334900GRAY	Material Handling	5M668	EA	1	17.21	0.15	8.58	53GN17	EA	1	7.39	0.15	3.51
371	2,000	Disposable Gloves,Nitrile,S,PK100	SHOWA	6110PF S	Safety	59LT59	PK	100	18.72	0.19	10.45	35T202	PK	100	16.58	0.19	12.22
372	2,000	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	LSE-104	Safety	464D72	PK	100	41.01	0.19	18.38	794H44	PK	100	21.27	0.19	8.59
373	2,000	LED,9 W,T13,4-Pin (G24q-3)	CURRENT	LED9G24Q-H/835	Lighting	460U55	EA	1	19.18	0.22	12.91	460U54	EA	1	18.83	0.22	12.91
374	2,000	Tamperproof Tube Marker, Orange	DYKEM	83314	Safety	4TKH1	EA	1	12.24	0.19	5.26	1CZH1	EA	1	11.05	0.14	5.08
375	2,000	Linear FLUOR Bulb,T8,23-3/4" L,G13,3500K	CURRENT	F17T8/SP35/ECO	Lighting	6XT97	EA	1	7.52	0.22	3.59	6XT99	EA	1	6.96	0.22	3.34
376	2,000	Abrasive Cut-Off Wheel,0.045" Thick	DEWALT	DW8062H	Abrasives	416L01	EA	1	4.46	0.1	2.23	447P96	EA	1	2.35	0.1	1.43
377	2,000	Bungee Strap,Black,10" L	GOLDLINE	635197942	Material Handling	14J847	EA	1	1.97	0.15	0.84	14J848	EA	1	2.42	0.15	1.63
378	2,000	Plug-In CFL Bulb,4100K,13W,10,000 hr	CURRENT	F13BX/841/ECO	Lighting	1PGU6	EA	1	5.19	0.22	1.65	1PGU8	EA	1	4.92	0.22	2.1
379	2,000	Spray Paint,Safety Yellow,15 oz.	RUST-OLEUM	V2143838	Paint, Equipment and Supplies	5HB98	EA	1	17.06	0.12	7.4	B01GF2	EA	1	13.18	0.12	8.14
380	2,000	Plug-In CFL Bulb,3500K,32W,17,000 hr	CURRENT	F32TBX/835/A/ECO	Lighting	1PHA4	EA	1	16.36	0.22	6.8	56GK86	EA	1	8.18	0.22	6.22
381	2,000	Plug-In CFL Bulb,26W,1710 lm,3500K	SYLVANIA	CF26DD/E/835/ECO	Lighting	56GK87	EA	1	2.93	0.22	2.09	1PGY6	EA	1	11.36	0.22	5.51
382	2,000	Shelf Bin,Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W767	Material Handling	1W767	EA	1	1.4	0.15	0.98	1W768	EA	1	1.4	0.15	1.02
383	2,000	Linear Fluorescent Bulb,28W,3500K	SYLVANIA	FO28835XPSSECO3	Lighting	56GK81	EA	1	4.11	0.22	2.94	2ETU2	EA	1	8.28	0.22	3.27
384	2,000	CFL,9 W,T4,2-Pin (G23)	SYLVANIA	21272	Lighting	60UA70	EA	1	6.63	0.22	4.24						
385	2,000	Coated Gloves,Nylon,L,PR	MCR SAFETY	N96790L	Safety	40P596	PR	1	6.47	0.19	2.81	19K977	PR	1	5.05	0.19	1.66
386	2,000	Leather Gloves,10,Goatskin,PR	RINGERS GLOVES	664-10	Safety	115N40	PR	1	49.44	0.19	21.53	32HT65	PR	1	37.35	0.19	17.38
387	2,000	Degreaser,Aerosol Can	SPRAYWAY	SW286	Cleaning	45A997	EA	1	12.13	0.22	8.51	22NX98	EA	1	8.48	0.22	3.87
388	2,000	Protectant Lubricant,12 oz. Size	SLICK 50	43712012	Fleet and Vehicle Maintenance	465D27	EA	1	11.67	0.08	5.9	4LRF8	EA	1	9.68	0.1	5.24
389	2,000	LED,12.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	12.5T8/COR/48-840/FF18/G/DIM 25/1	Lighting	60EE67	EA	1	21.08	0.22	13.49						
390	2,000	ProPress coupling No stop, 3/4" x 3/4"	VIEGA PROPRESS	78177	Plumbing	1RPH1	EA	1	9.65	0.2	6.81						
391	2,000	Exam Glove,Nitrile,Size L,PK100	MICROFLEX	92-134	Safety	793JR4	PK	100	12.38	0.19	6.25	56JT49	PK	100	14.16	0.19	5.51
392	2,000	Barricade Tape,Caution,Yllw,Roll 3"	QUEST	Y175M31000C-12	Security	444P15	EA	1	11.88	0.15	9.09	36UV37	EA	1	8.77	0.15	5.06
393	2,000	Keyed Padlock, 3/8 in,Rectangle,Gold	MASTER LOCK	4120KA	Security	4YH20	EA	1	6.02	0.15	3	4YH19	EA	1	5.01	0.15	2.13
394	2,000	Toilet Paper Roll,1000,White,19375,PK36	GEORGIA-PACIFIC	19375	Cleaning	4TH42	PK	36	159.54	0.22	73.39	3APV8	PK	18	122.99	0.22	53.94
395	2,000	Battery,Lithium,AA,Hi Performance,PK24	ENERGIZER	LN91	Electronics, Appliances, and Batteries	22M707	PK	24	95.75	0.19	52.53	38W365	PK	24	17.37	0.19	6.62
396	2,000	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	BD-1004-NPF-XL	Safety	35T203	PK	100	16.58	0.19	12.22	53CV61	PK	100	13.94	0.19	9.98
397	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL935/ALTO 30PK	Lighting	492X55	EA	1	5.67	0.22	2.06	56GK94	EA	1	4.09	0.22	2.93
398	2,000	O-Ring,Zinc Plated,1/4" dia,1000 lb. Cap	BUYERS PRODUCTS	B23PKGD	Fleet and Vehicle Maintenance	426T64	EA	1	3.03	0.08	1.36	426T66	EA	1	1.51	0.08	0.94
399	2,000	Sports Drink,Orange,Regular,PK10	GATORADE	04701	Safety	61KG06	PK	10	11.39	0.19	8.31	12P472	EA	8	9.92	0.19	4.84
400	2,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED15ET8/G/4/840	Lighting	48PY02	EA	1	14.77	0.22	8.57	406T67	EA	1	12.03	0.22	8.44
401	2,000	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	N192	Safety	2VLY7	PK	100	23.23	0.19	11.56	26K606	PK	100	20.93	0.19	12.23
402	2,000	Pots&Pans Cleaner,Bottle,38oz,Liquid,PK8	DAWN	45112	Cleaning	1JY25	PK	8	104.75	0.22	44.24	40NE61	PK	9	62.49	0.22	23.18
403	2,000	Wire Rope Oval Sleeve,1/8 In,122 Copper	LOOS	SL2-4	Material Handling	16X778	EA	1	0.72	0.15	0.39	16X777	EA	1	0.37	0.15	0.28
404	2,000	Knockout Plug,Conduit Size 1/2"	RACO	1042	Electrical	52AW71	EA	1	0.78	0.23	0.29						
405	2,000	Chainsaw Lube,1 qt.,Jug	ECHO	6459012E	Lubrication	45J376	EA	1	12.75	0.1	5.88	43Y865	EA	1	8.01	0.1	3.1
406	2,000	8 oz.,Aerosol,Lubricant	WD-40	490026	Lubrication	20JY60	EA	1	10.07	0.1	5.28	54YT66	EA	1	6.19	0.1	2.59
407	2,000	Plug-In CFL Bulb,4100K,32W,17,000 hr	CURRENT	F32TBX/841/A/ECO	Lighting	1PHA5	EA	1	16.05	0.22	6.91	56GK83	EA	1	6.71	0.22	5.23
408	2,000	Marking Paint,20 oz,Brilliant Red	KRYLON INDUSTRIAL	A03911004	Paint, Equipment and Supplies	38EL34	EA	1	11.58	0.12	3.76	783AE5	EA	1	10.54	0.12	4.09
409	2,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,3500K	CURRENT	F28T8/XL/SPX35/ECO	Lighting	2ETU2	EA	1	8.28	0.22	3.27	56GK81	EA	1	4.11	0.22	2.94
410	2,000	Exam Glove,Nitrile,Size XL,PK100	MICROFLEX	92-134	Safety	793JR5	PK	100	12.38	0.19	8.2	797FX9	PK	200	25.42	0.19	18.33
411	2,000	Flow Control Plug,Acorn	ACORN	2312-003-001	Plumbing	1KAA2	EA	1	15.39	0.2	8.99						
412	2,000	Abrasive Cut-Off Wheel,60 Grit	BOSCH	TCWX275450	Abrasives	54ZT80	EA	1	4.08	0.1	1.2	49ZZ80	EA	1	3.48	0.1	2.26
413	2,000	Glue Trap,10-1/4 In. L,5-7/32 In. W,PK2	CATCHMASTER	404SD	Outdoor Equipment	3LMN7	PK	2	7.43	0.12	2.93	3LMN9	PK	2	9.47	0.12	4.09
414	2,000	Protectant,Trigger Spray,28 oz.	ARMOR ALL	10228A	Fleet and Vehicle Maintenance	52JM50	EA	1	24.86	0.08	12.19	1UER1	EA	1	10.01	0.08	5.27
415	2,000	Handle,60 in L,Tapered	RUBBERMAID COMMERCIAL PRODUCTS	FG639200NAT	Cleaning	53GX74	EA	1	13.96	0.22	5.29	5LG53	EA	1	13.19	0.22	5.819
416	2,000	Spray Foam Sealant,Cream,12 oz	GREAT STUFF	00157901	Adhesives, Sealants and Tape	48WK15	EA	1	20.31	0.1	9.44	10086	EA	1	13.86	0.1	5.64
417	2,000	Leather Gloves,11,Goatskin,PR	RINGERS GLOVES	664-11	Safety	115N41	PR	1	49.44	0.19	21.53	4TJV6	PR	1	27.59	0.19	13.93
418	2,000	Diaphragm Assembly,Manual,Toilets,3.5GPF	SLOAN	A1038A	Plumbing	4FB31	EA	1	58.22	0.2	22.19	4HCV9	EA	1	54.75	0.2	15.63
419	2,000	LED,10 W,A19,Medium Screw (E26)	PHILIPS	13.5A19/LED/950/FR/P/ND 4/1FB	Lighting	784N98	EA	1	4.01	0.22	2.87	788UR1	EA	1	3.09	0.22	1.88
420	2,000	LED,8.8 W,A19,2-Pin (GU24)	PHILIPS	8.8A19/PER/930/P/GU24/DIM 6/1FB T20	Lighting	55YD45	EA	1	7.52	0.22	3.13	4PRX1	EA	1	24.07	0.22	16.34
421	2,000	Conduit Clamp,Steel,Overall L 2.334in	RACO	2084	Electrical	206F91	EA	1	0.39	0.23	0.24						
422	2,000	Linear Fluorescent Bulb,40W,4100K	SYLVANIA	F40CWX	Lighting	56GK41	EA	1	4.56	0.22	3.26	24W596	EA	1	6.84	0.22	2.8
423	2,000	Terminal Block,20 A,26 AWG,12 AWG	SCHNEIDER ELECTRIC	NSYTRV22	Electrical	23NY07	EA	1	2.04	0.23	0.87	23NY08	EA	1	1.96	0.23	0.87
424	2,000	Coated Gloves,Cotton/Polyester,L,PR	MCR SAFETY	9688L	Safety	48GH16	PR	1	4.63	0.19	2.1	48UR54	PR	1	3.48	0.19	1.96
425	2,000	Glass Scraper,Stiff,1-1/2",Carbon Steel	PACIFIC HANDY CUTTER, INC	MS-410	Hand Tools	4MUW8	EA	1	3.24	0.14	1.67	3Q094	EA	1	2.09	0.14	1.19
426	2,000	Hand Soap,BLU,1,250 mL,Botanical,PK3	GOJO	8816-03	Cleaning	1ZZ367	PK	3	100.19	0.22	36.03	1ZZ364	PK	3	97.85	0.22	40.54
427	2,000	Coated Gloves,3/4 Dip,10",L,	MCR SAFETY	9669L	Safety	21NM50	PR	1	2.19	0.19	1.42	48UR88	PR	1	1.75	0.19	0.98
428	2,000	Gen Purpose Gloves,Black/Blue,9	HYFLEX	11-618	Safety	36H145	PR	1	5.43	0.19	2.78	19L490	PR	1	2.87	0.19	0.77
429	2,000	Disposable Gloves,L,Violet Blue,PK100	MICROFLEX	SU-690	Safety	794H56	PK	100	23.98	0.19	12.71	2XLZ8	PK	100	19.89	0.19	9.63
430	2,000	Battery,Alkaline,AA,Premium,PK36	DURACELL	mn15p36	Electronics, Appliances, and Batteries	39G076	PK	36	50.02	0.19	20.25	496L82	PK	30	29.64	0.19	18.78
431	2,000	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32841XPXLECO3	Lighting	56GK06	EA	1	4.49	0.22	3.5	56GK74	EA	1	3.84	0.22	2.47
432	2,000	Coated Gloves,Blue/Gray,L,PR	SHOWA	300L-09	Safety	4JF56	PR	1	4.78	0.19	1.99	48UR54	PR	1	3.48	0.19	1.96
433	2,000	Tongue and Groove Plier,12" L	CHANNELLOCK	440	Hand Tools	4CR41	EA	1	27.26	0.14	14.9	793LA7	EA	1	13.2	0.14	7.56
434	2,000	Linear Fluorescent Bulb,17W,3500K	SYLVANIA	FO17/835/ECO	Lighting	56GK26	EA	1	3.95	0.22	3.08	6XT97	EA	1	7.52	0.22	3.39
435	2,000	Plug-In CFL Bulb,26W,1710 lm,4100K	SYLVANIA	CF26DD/E/841/ECO	Lighting	56GK85	EA	1	2.93	0.22	2.29	1PGY7	EA	1	12.61	0.22	5.29
436	2,000	Conduit Clamp,Steel,Overall L 1.905in	RACO	1332	Electrical	206F24	EA	1	0.32	0.23	0.2						
437	2,000	Coin Cell Battery,0.126" D,PK5	DURACELL PROCELL	PC2032	Electronics, Appliances, and Batteries	56YJ72	PK	5	7.86	0.19	1.95	4LW11	EA	1	1.99	0.19	0.41
438	2,000	Non-Detergent Compressor Oil,1 qt,Bottle	MOBIL	123001	Pneumatics	42F21	EA	1	15.66	0.11	7.27	807N91	EA	1	9.87	0.11	6.53
439	2,000	Safety Glasses,Clear	SMITH & WESSON	21302	Safety	2UYG6	EA	1	13.91	0.19	5.89	4VCG3	EA	1	1.62	0.19	0.87
440	2,000	Sanitizer Wipes,Canister,6 x 7-1/2".	PDI	P13472	Cleaning	9AM02	EA	1	13.87	0.22	7.55	22C575	PK	12	129.45	0.22	71.9
441	2,000	Evaporator Cleaner,Aerosol,18 fl oz	NU-CALGON	4171-75	HVAC and Refrigeration	1ANJ6	EA	1	22.66	0.17	9.35	19ZN60	EA	1	12.56	0.17	6.37
442	2,000	Wax Ring,Universal Fit	HARVEY	011003	Plumbing	2WY63	EA	1	3.85	0.2	2.39	2WY64	EA	1	3.43	0.2	2.17
443	2,000	Adjustable Cble Lockout,3 ft.,4 Lcks Max	MASTER LOCK	S806CBL3	Safety	39L528	EA	1	34.8	0.19	17.65	45MZ57	EA	1	19.89	0.19	10.84
444	2,000	Inverted Striping Paint,18 oz,White	RUST-OLEUM	2391838V	Paint, Equipment and Supplies	784GN6	EA	1	21.51	0.12	11.57	38EL82	EA	1	14.66	0.12	6.61
445	2,000	Swiffer Wet Cloths,8 in W,Grn/White,PK12	SWIFFER	35154	Cleaning	20L002	PK	12	121.59	0.22	57.79	421X16	PK	12	10.19	0.22	3.33
446	2,000	Recept,Wht,20 A,GFCI,2P3W,Back; Side,1PK	HUBBELL	GFRST20W	Electrical	39EA26	EA	1	42.77	0.23	15.85	56FN12	EA	1	9.13	0.23	3.44
447	2,000	Lockout Hasp,Snap-On,Red,4-3/8in. L	MASTER LOCK	416	Safety	4DC191	EA	1	9.08	0.19	5.71	1U177	EA	1	8.11	0.19	2.68
448	2,000	Duct Tape,Gray,2 in x 50 yd,6.5 mil	3M	3903	Adhesives, Sealants and Tape	15F772	EA	1	18.23	0.1	8.99	26VC84	EA	1	14.59	0.1	3.2
449	2,000	Paper Towel Sheets,Brown,250,23504,PK16	GEORGIA-PACIFIC	23504	Cleaning	4CJ75	PK	16	77.52	0.22	29.02	2U229	PK	16	75.17	0.22	32.99
450	2,000	Loose Absorbent,25 lb.,Bag,Tan	EP MINERALS	9825	Safety	191W88	EA	1	12.39	0.19	9.04	35UX85	EA	1	8.78	0.19	7.26
451	2,000	Disposable Gloves,XL,Violet Blue,PK100	MICROFLEX	SU-690	Safety	794H57	PK	100	23.98	0.19	16.67	2XLZ9	PK	100	19.89	0.19	12.62
452	2,000	Coated Gloves,Palm and Fingers,8,8"	HYFLEX	11-801	Safety	5AJ28	PR	1	6.49	0.19	4.11	60VY82	PR	1	2.41	0.19	1.62
453	2,000	Disposable Gloves,Nitrile,L,PK50	MICROFLEX	SEC-375-L	Safety	3RRK4	PK	50	20.98	0.19	12.47	48UM71	PK	100	17.77	0.19	10.53
454	2,000	Locknut,Steel,Trade Size 1/2"	RACO	1192	Electrical	52AU42	EA	1	0.18	0.23	0.11						
455	2,000	Flapper,Fluidmaster	FLUIDMASTER	501P21G	Plumbing	40GR72	EA	1	6.26	0.2	3.59	22UR92	EA	1	3.62	0.2	1.75
456	2,000	CutOff Whl,Gemini Ductile,14"x.125"x20mm	NORTON	66252837843	Abrasives	12VB91	EA	1	18.18	0.1	9.71	435Y70	EA	1	15.56	0.1	7.87
457	2,000	Insect Killer,Indoor and Outdoor,15 oz.	RAID	300819	Outdoor Equipment	45CR52	EA	1	15.79	0.12	6.25	4HK60	EA	1	13.82	0.12	6.55

458	2,000	OTG Goggles,Antfg,Clr	HONEYWELL UVEX	S350	Safety	6T362	EA	1	14.63	0.19	6.24	1VT66	EA	1	4.35	0.19	1.87
459	2,000	Sports Drink Mix,Riptide Rush	GATORADE	33673	Safety	3AM69	EA	1	11.18	0.19	4.42	491N05	EA	1	7.72	0.19	2.84
460	2,000	Conduit Fitting,Iron; Steel,Trd Sz 1/2in	RACO	3512RAC	Electrical	3LL05	EA	1	6.26	0.23	1.25	6X770	EA	1	4.84	0.23	2.13
461	2,000	Diaphragm Assembly,Manual,Toilets,3.5GPF	ZURN	P600D-ECR-WS	Plumbing	4HCV6	EA	1	23.86	0.2	9.23	4HCW9	EA	1	22.54	0.2	9.23
462	2,000	Linear FLUOR Bulb,T5,33-3/8" L,GS,4100K	CURRENT	F21WT5/841/ECO	Lighting	5AE17	EA	1	11.4	0.22	5.89	56GK13	EA	1	4.47	0.22	3.61
463	2,000	Coin Battery,Lithium,3VDC,2032,PK4	ENERGIZER	2032BP-4	Electronics, Appliances, and Batteries	45EJ83	PK	4	10.95	0.19	3.39	4LW11	EA	1	1.99	0.19	0.41
464	2,000	Flat Reflector,3",4000K	TELEMECANIQUE SENSORS	RF30	Electrical	5B317	EA	1	9.2	0.23	4.75	35T438	EA	1	4.72	0.23	2.28
465	2,000	Locknut,Steel,Overall L 1 1/8in	RACO	1002	Electrical	43GX16	EA	1	0.39	0.23	0.22						
466	2,000	Linear FLUOR Bulb,T8,47-3/4" L,G13,5000K	CURRENT	F28T8/XL/SPX50/ECO	Lighting	2ETU4	EA	1	7.16	0.22	3.72	56GK48	EA	1	4.37	0.22	3.13
467	2,000	Linear LED Bulb,T5,46" L,G5,4000K	CURRENT	LED26ETS/G/4/840	Lighting	436L59	EA	1	26.52	0.22	12.79	53UG89	EA	1	21.23	0.22	11.53
468	2,000	Braz Torque-Black/Pol 5mk	EDGE EYEWEAR	TXB236	Safety	20C473	EA	1	47.28	0.19	21.04	52WR02	EA	1	9.61	0.19	3.85
469	2,000	Emergency Drinking Water,125mL	MAYDAY	78804	Safety	11C664	EA	1	0.99	0.19	0.46	492T85	PK	100	46.06	0.19	24.4
470	2,000	Sink Drain,4 in Dia,SS	PERFECT PUTTY	59-3190	Plumbing	415F56	EA	1	16.19	0.2	11.66	415F55	EA	1	13.77	0.2	10.86
471	2,000	Linear Fluorescent Bulb,14W,3500K	SYLVANIA	FP14/835/ECO	Lighting	56GK50	EA	1	4.25	0.22	3.31	5AE13	EA	1	13.78	0.22	8.96
472	2,000	Marking Paint,20 oz,Safety Red	RUST-OLEUM	264696	Paint, Equipment and Supplies	21CJ73	EA	1	11.01	0.12	3.85	783AE5	EA	1	10.54	0.12	4.09
473	2,000	Wire Rope Sleeve,1/16 In,304 SS	LOOS	SL11-2	Material Handling	16X827	EA	1	1.03	0.15	0.75	16X826	EA	1	1.49	0.15	1.09
474	2,000	Tourniquet,Black,Nylon,2-13/32" L	COMBAT APPLICATION TOURNIQUET	30-0001	Safety	55MW30	EA	1	40.57	0.19	25.84	39P055	EA	1	2.66	0.19	1.44
475	2,000	Paper Towel Roll,1000,Brown,26480,PK6	GEORGIA-PACIFIC	26480	Cleaning	6TKF3	PK	6	153.58	0.22	70.52	79BK25	PK	36	89.97	0.22	51.98
476	2,000	Adj. Bungee Strap,Black,24" L	KEEPER	06261	Material Handling	39J421	EA	1	3.8	0.15	1.98	39J422	EA	1	4.81	0.15	2.87
477	2,000	Diaphragm Assembly,Manual,Urinals,1 GPF	SLOAN	A42A	Plumbing	4LWS2	EA	1	32.71	0.2	15.55	4HCW9	EA	1	22.54	0.2	9.23
478	2,000	Safety Glasses,Clear,Uncoated	PYRAMEX	S510S	Safety	34WR31	EA	1	1.84	0.19	1.22	4VCG3	EA	1	1.62	0.19	0.87
479	2,000	Coated Gloves,Cotton/Polyester,XL,PR	MCR SAFETY	FT300XL	Safety	48GG95	PR	1	5.82	0.19	2.48	484T56	PR	1	3.71	0.19	2.29
480	2,000	Faucet Repair Kit,Fits Delta	DELTA	RP3614	Plumbing	1NNZ1	EA	1	13.08	0.2	8.39	2FGU9	EA	1	3.76	0.2	3.3
481	2,000	Nitrile Gloves,L,PK100	MECHANIX WEAR	D01-09-010-100	Safety	60NP58	PK	100	55.2	0.19	20.99	3AB65	PK	50	29.93	0.19	14.44
482	2,000	Line Marking Paint,20oz,APWA SafetyGreen	RUST-OLEUM	1634838V	Paint, Equipment and Supplies	783AE3	EA	1	12.22	0.12	4.09	56LA80	EA	1	11.75	0.12	4.09
483	2,000	Paper Towel Sheets,White,240,25190,PK10	GEORGIA-PACIFIC	25190	Cleaning	2UJ227	PK	10	94.97	0.22	39.22	5MN34	PK	12	69.15	0.22	30.84
484	2,000	Polyrex EM,Motor Grease,Cartridge,14 oz	MOBIL	124050	Lubrication	5XB54	EA	1	9.82	0.1	5.12	1TLG7	EA	1	7.35	0.1	2.91
485	2,000	Striping Paint,20 oz,White	RUST-OLEUM	1691838V	Paint, Equipment and Supplies	784GN5	EA	1	12.62	0.12	8.47	38EL82	EA	1	14.66	0.12	6.61
486	2,000	Disposable Gloves,Nitrile,M,PK100	TOUCHNTUFF	92-600	Safety	4GC49	PK	100	26.44	0.19	9.25	48UN16	PK	50	14.92	0.19	8.15
487	2,000	Disposable Gloves,Nitrile,XL,PK100	SHOWA	6112PFXL	Safety	160F61	PK	100	18.72	0.19	8.54	35T203	PK	100	16.58	0.19	12.22
488	2,000	Battery,Lithium,9V,Hi Performance	ENERGIZER	L522BP	Electronics, Appliances, and Batteries	49EV63	EA	1	22.24	0.19	13.07	496L87	PK	2	11.27	0.19	4.94
489	2,000	Handle,60 in L,Threaded	MICHIGAN BRUSH	HND-25260	Cleaning	39AR57	EA	1	13.32	0.22	5.97	8A287	EA	1	8.11	0.22	2.79
490	2,000	Elbow,90 Deg,Wrot Copper,3/4" Tube	NIBCO	607 3/4	Plumbing	5P053	EA	1	2.87	0.2	1.26						
491	2,000	Combination Cartridge/Filter,Bayonet,PK2	3M	60926	Safety	4JG16	PK	2	52.46	0.19	27.31	4JG12	PK	2	47.03	0.19	24.8
492	2,000	Linear Fluorescent Bulb,24W,4100K	SYLVANIA	FP24/841/HO/ECO	Lighting	56GK35	EA	1	4.25	0.22	3.04	5AE26	EA	1	16.08	0.22	6.79
493	2,000	Beverage Cooler,Hard Sided,1.0 gal.	GATORADE	50423SM-23	Safety	3UZX4	EA	1	20.23	0.19	14.63	790LN2	EA	1	13.07	0.19	9.53
494	2,000	Cleaning Wipes,Citrus,9-1/2 x 12 In.	WYPALL	91371	Cleaning	4YCR4	EA	1	27.44	0.22	14.19	45MY31	EA	1	22.36	0.22	16.3
495	2,000	Disinfecting Wipes,75 ct,Canister,PK6	CLOROX	15949	Cleaning	22DD15	PK	6	78.49	0.22	35.71	9RYJ7	EA	1	16.91	0.22	6.86
496	2,000	Contact Cleaner,Aerosol Can,13 oz.	CRC	02140	Cleaning	13P442	EA	1	48.05	0.22	19.94	44R239	EA	1	15.13	0.22	7.9
497	2,000	Nitrile Gloves,XL,PK100	MECHANIX WEAR	D01-09-011-100	Safety	60NP59	PK	100	55.2	0.19	20.99	3AB66	PK	50	29.93	0.19	20.79
498	2,000	Battery,Lithium,3V,Photo,Lithium,PK36	DURACELL	MN2-AP36	Electronics, Appliances, and Batteries	45BJ20	PK	36	53.73	0.19	20.25	496L84	PK	30	31	0.19	18.78
499	2,000	Reciprocating Saw Blade,TPI 14,PK5	MILWAUKEE	48-00-5181	Power Tools	1BV12	PK	5	13.96	0.11	6.71	801A65	PK	50	158.27	0.11	86.19
500	2,000	Evaporative Cooling Towel, Gray	CHILL-ITS BY ERGODYNE	6602	Safety	35YY79	EA	1	13.58	0.19	8.04	52HZ92	EA	1	6.27	0.19	4.08
501	2,000	Elec Tape,66 ft Lx3/4 in W,7 mil,White	3M	10828	Adhesives, Sealants and Tape	2AZ28	EA	1	13.42	0.1	7.15	19N751	EA	1	1.79	0.1	0.78
502	2,000	Storage Tote,Clear/White,Polypropylene	STERILITE	14928012	Material Handling	56JU36	EA	1	3.69	0.15	2.83						
503	2,000	Container,250 lb.,Fits 55 gal.	RUBBERMAID COMMERCIAL PRODUCTS	FG264000BLA	Cleaning	5WD07	EA	1	92.34	0.22	30.54	6DMX9	EA	1	133.99	0.22	29.03
504	2,000	Toilet Paper Roll,750,White,19371,PK36	GEORGIA-PACIFIC	19371	Cleaning	3APV7	PK	36	159.54	0.22	67.36	3APV8	PK	18	122.99	0.22	53.94
505	2,000	Bungee Strap,Black,24" L,EPDM Rubber	KEEPER	06224	Material Handling	55JF78	EA	1	3.13	0.15	1.73	56JP93	PR	1	1.52	0.19	1.11
506	2,000	Sanitary Napkn Bags,10-1/4"x7-1/2",PK500	HOSPECO	KL	Cleaning	5FW85	PK	500	59.45	0.22	15.38	3U824	PK	250	42.67	0.22	12.25
507	2,000	Chemical Resistant Glove,15 mil,Sz 10,PR	ALPHATEC	37-155	Safety	4T422	PR	1	3.68	0.19	2.13	29UP91	PR	1	2.77	0.19	1.35
508	2,000	Marking Paint,20 oz,Fluorescent Orange	RUST-OLEUM	264697	Paint, Equipment and Supplies	21CJ77	EA	1	11.01	0.12	3.85	783AC6	EA	1	10.78	0.12	3.82
509	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	SYLVANIA	22438	Lighting	60UA36	EA	1	5.04	0.22	3.53	492X54	EA	1	4.96	0.22	2.75
510	2,000	Loose Wheel Nut Indicator,33mm,High Temp	CHECKPOINT	CPOHT33MM	Fleet and Vehicle Maintenance	38XK66	EA	1	1.29	0.08	0.84						
511	2,000	Chemical Resistant Gloves,Nitrile,XL,PR	SHOWA	727-10	Safety	29UP91	PR	1	2.77	0.19	1.35	1RL42	PR	1	1.89	0.19	1
512	2,000	Marking Paint,20 oz,Brilliant White	KRYLON INDUSTRIAL	A03901004	Paint, Equipment and Supplies	38EL36	EA	1	11.58	0.12	3.76	784GN5	EA	1	12.62	0.12	8.47
513	2,000	LED,9 W,T13,4-Pin (G24q-3)	CURRENT	LED9G24Q-H/840	Lighting	460U56	EA	1	18.67	0.22	14.56						
514	2,000	Waterproof Matches,PK40	MEDIQUE	78399	Furniture, Hospitality and Food Service	3WHL4	PK	40	1.59	0.05	1.03						
515	2,000	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F25T8/ADV841/XEW/ALTO 25 Watt	Lighting	492Y19	EA	1	9.01	0.22	2.85	492X73	EA	1	7.8	0.22	2.47
516	2,000	Smoke Alarm,9V,Lithium,Ionization	FIRST ALERT	9120LBL	Safety	45TT73	EA	1	34.39	0.19	16.48	2FTL8	EA	1	25.08	0.19	11.12
517	2,000	Linear FLUOR Bulb,T12,47-3/4"L,G13,6500K	CURRENT	F40DX/ECO	Lighting	6NB37	EA	1	4.95	0.22	1.9	56GK39	EA	1	4.76	0.22	3.14
518	2,000	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W765	Material Handling	1W765	EA	1	0.99	0.15	0.71	1W766	EA	1	1.08	0.15	0.76
519	2,000	Multiprpse Grse,RedGrease,Cartrdge,14oz	BLASTER	GR-14C-HTR	Lubrication	443V02	EA	1	9.77	0.1	5.51	1MUC1	EA	1	10.72	0.1	4.33
520	2,000	Water Softener Salt, 50 lb, Bag, Pellets	DIAMOND CRYSTAL	6141550	Plumbing	42DA15	EA	1	26.74	0.2	11.08	42DA14	EA	1	22.45	0.2	8.48
521	2,000	Fuel Cylinder,Propane,14.1 oz	BERNZOMATIC	333670	Welding	5UX34	EA	1	13.92	0.1	7.56	28BHR0	EA	1	14.24	0.1	8.316
522	2,000	Paper Towel Roll,700,Brown,89440,PK6	GEORGIA-PACIFIC	89440	Cleaning	5UWL7	PK	6	146.41	0.22	66.49	444A63	PK	6	133.27	0.22	60.46
523	2,000	Fluorescent,17 W,T8,Medium Bi-Pin (G13)	PHILIPS	F17T8/TL841/ALTO 30PK	Lighting	492X76	EA	1	8.74	0.22	4.82	6XT99	EA	1	6.96	0.22	3.34
524	2,000	Coated Gloves,L,Black/Red,PR	HONEYWELL NORTH	NF11/9L	Safety	2WTN7	PR	1	6.03	0.19	2.57	2UUF6	PR	1	2.42	0.19	0.72
525	2,000	Polyurethane Sealant,Gray,525	3M	525	Adhesives, Sealants and Tape	4YDF7	EA	1	15.43	0.1	9	36VM22	EA	1	10.86	0.1	5.95
526	2,000	Glass Cleaner,Jug,1 gal.	WINDEX	696503	Cleaning	3U560	EA	1	24.45	0.22	11.34	49WW20	EA	1	20.83	0.22	4.62
527	2,000	Safety Glasses,Indoor/Outdoor	KLEENGUARD	25685	Safety	2UYF7	EA	1	9.13	0.19	3.56	9GA66	EA	1	5.04	0.19	1.97
528	2,000	Toilet Bowl Cleaner,32 oz.,Floral,Green	DIVERSEY	04578	Cleaning	10A369	EA	1	6.44	0.22	3.03	36MG05	EA	1	5.63	0.22	2.26
529	2,000	Chemical Resistant Gloves,Nitrile,M,PR	SHOWA	727-08	Safety	29UP89	PR	1	2.77	0.19	1.35	56JP91	PR	1	1.52	0.19	0.85
530	2,000	Tie Down Strap,Ratchet,Poly,15 ft.	LIFT-ALL	6A103	Material Handling	6A265	EA	1	31.42	0.15	7.8	32J624	EA	1	17.97	0.15	7.36
531	2,000	Conduit Fitting,Iron; Steel,Trd Sz 3/4in	RACO	3513RAC	Electrical	3LL06	EA	1	9.49	0.23	2.24	6X771	EA	1	7.11	0.23	2.5
532	2,000	Terminal Block,30 A,26 AWG,10 AWG	SCHNEIDER ELECTRIC	NSYTRV42	Electrical	23NY09	EA	1	2.29	0.23	1.05	23NY10	EA	1	2.09	0.23	1.05
533	2,000	2-Cycle Engine Oil,Full Synthetic,2.6oz	MAG 1	MAG63119	Fleet and Vehicle Maintenance	43YB68	EA	1	1.64	0.08	1.07	20RW81	EA	1	1.25	0.08	0.79
534	2,000	13.25 oz.,Aerosol,Dry Lubricant	SPRAYON	S00211000	Lubrication	12R252	EA	1	15.39	0.1	6.17	19L521	EA	1	12.31	0.1	5.82
535	2,000	Safety Glasses,Gray	PYRAMEX	SB8620DT	Safety	45CR29	EA	1	5.92	0.19	3.89	401Y56	EA	1	3.88	0.19	2.24
536	2,000	Plug-In CFL Bulb,42W,3200 lm,4100K	SYLVANIA	CF42DT/E/IN/841/ECO	Lighting	56GK72	EA	1	6.71	0.22	5.23	1PHA9	EA	1	13.18	0.22	6.91
537	2,000	Graffiti Rem,Trigger Spray Btl,22 oz	KRUD KUTTER	GKK2K	Cleaning	784G17	EA	1	17.19	0.22	5.99	787MC6	EA	1	12.68	0.22	5.81
538	2,000	Disposable Gloves,Nitrile,L,PK100	MCR SAFETY	6016BL	Safety	415N02	PK	100	46.14	0.19	10.61	49DA84	PK	100	30.15	0.19	18.87
539	2,000	Marking Paint,20 oz,Safety Yellow	KRYLON INDUSTRIAL	A03823007	Paint, Equipment and Supplies	54TH53	EA	1	13.26	0.12	4.31	21CJ72	EA	1	11.01	0.12	3.85
540	2,000	Depressed Center Whl,T27,6x0.045x7/8,AO	NORTON	66252842202	Abrasives	6PH22	EA	1	5.77	0.1	2.91	25TY52	EA	1	3.95	0.1	2.32
541	2,000	Incandescent Bulb,A15,300 lm,40W	SATCO	S3810	Lighting	451F91	EA	1	1.29	0.22	0.58	1CWY4	PK	2	2.08	0.22	1.27
542	2,000	Paint Brush,4 in,Chip,China Hair,Soft	PREMIER	WV40	Paint, Equipment and Supplies	38M518	EA	1	3.82	0.12	2.91	38M520	EA	1	3.05	0.12	2.36
543	2,000	Voltage Detector, CAT IV 1000V, No Disp	FLUKE	Fluke-1AC-A1-II	Test Instruments	2KU25	EA	1	46.23	0.07	35.69	2KU67	EA	1	4.41	0.07	3.15
544	2,000	Ztek, Clear Lens	PYRAMEX	S2510S	Safety	29XT84	EA	1	2.4	0.19	1.33	3NTN2	EA	1	1.87	0.19	1.22
545	2,000	Safety Glasses,Clear	HONEYWELL UVEX	S3200HS	Safety	38TJ78	EA	1	18.64	0.19	8.22	801W46	EA	1	14.24	0.19	7.3
546	2,000	US Flag,5x8 Ft,Nylon	NYLGLO	2150	Office Supplies	3JN78	EA	1	103.87	0.05	34.69	3JN77	EA	1	73.86	0.05	38.58
547	2,000	Sanitizer Wipes,Canister,6 x 8"	SCRUBS	90985	Cleaning	5MP31	EA	1	18.25	0.22	7.97	5EWA5	EA	1	15.46	0.22	7.41
548	2,000	Sunscreen,Tottle Bottle,4.000 oz.	CORTEX	18-204	Safety	1P8T3	EA	1	12.24	0.19	4.72	1P8T5	EA	1	8.4	0.19	5.05
549	2,000	Inside Cover,Zurn	ZURN	P6000-L	Plumbing	4HCX6	EA	1	4.85	0.2	3						
550	2,000	Paper Towel Disp,(1) Roll,Black,54338A	GEORGIA-PACIFIC	54338A	Cleaning	4TE15	EA	1	67.49	0.22	29.27	60HW06	EA	1	74.57	0.22	36.59
551	2,000	Conduit Fitting,Iron; Steel,Trd Sz 3/4in	RACO	3403	Electrical	6X771	EA	1	7.11	0.23	2.5	56GK30	EA	1	5.17	0.22	3.74
552	2,000	Strt Bld Cnr,Blk; Wht,2P3W,Elstmr,5-20R	HUBBELL	HBL5369C	Electrical	4A256	EA	1	63	0.23	22.33	49YY24	EA	1	29.04	0.23	9.03
553	2,000	Beverage Jug,Plastic,White/Blue,0.5 gal	COLEMAN	2158035	Safety	790LN3	EA	1	15.69	0.19	4.5	790LN2	EA	1	13.07	0.19	9.53
554	2,000	Eye Wash Preservative,8 oz.	GUARDIAN EQUIPMENT	G15408A	Safety	2LVL5	EA	1	20.62	0.19	10.18						
555	2,000	Plug-In CFL Bulb,4100K,13W,17,000 hr	CURRENT	F13DBX/841/ECO/4P	Lighting	1PGW5	EA	1	12.48	0.22	5.21	56GK60	EA	1	4.34	0.22	2.3
556	2,000	Spray Paint,OSHA Safety Yellow,12 oz.	RUST-OLEUM	1644830	Paint, Equipment and Supplies	6KN97	EA	1	12.37	0.12	6.26	6RN96	EA	1	9	0.12	6.886
557	2,000	Disposable Gloves,Nitrile,M,PK50	MICROFLEX	N862	Safety	3NFC5	PK	50	17.71	0.19	9.15	48UN16	PK	50	14.92	0.19	8.15
558	2,000	Evaporative Cooling Towel,Lime	CHILL-ITS BY ERGODYNE	6602	Safety	35YY80	EA	1	13.58	0.19	7.59	52HZ92	EA	1	6.27	0.19	4.08
559	2,000	Door Stop Wedge XL,Ylw,6-3/4" L,PK2	MASTER	GD005	Hardware	4JG44	PK	2	9.31	0.05	3.95	1XNN8	EA	1	7.48	0.05	1.31
560	2,000	Sink Drain,5 in Dia,Brass	PERFECT PUTTY	59-3220	Plumbing	415F58	EA	1	24.88	0.2	19.9	415F41	EA	1	11.74	0.2	8.65
561	2,000	Linear LED Bulb,T8,48" L,G13,4000K	CURRENT	LED18ET8/G/4/840	Lighting	48PX96	EA	1	19.72	0.22	9.94	48PY02	EA	1	14.77	0.22	8.57
562	2,000	Acrylic Latex Caulk,White,Kwik Seal	DAP	18001	Adhesives, Sealants and Tape	5EO80	EA	1	4.99	0.1	2.29	5eO79	EA	1	3.99	0.1	2.01
563	2,000	Coated Gloves,Palm and Fingers,XL	HYFLEX	48-101	Safety	2RA98	PR	1	3.02	0.19	1.62	56JK85	PR	1	1.76	0.19	0.94
564	2,000	Glass Scraper,Stiff,1-1/2",Carbon Steel	STANLEY	28-500	Hand Tools	6R029	EA	1	5.4	0.14	1.89	4MUW8	EA	1	3.24	0.14	1.67
565	2,000	Grab Bar,SS,Satin,12 in L	BRADLEY	8120-001120-GR	Plumbing	33MP33	EA	1	46.14	0.2	25.72	33MP27	EA	1	45.36	0.2	19.18
566	2,000	Metallic Conduit,Steel,Trd Sz 3/4in	ALLIED	S83203	Electrical	6XC31	EA	1	20.99	0.23	8.48	6MPT0	EA	1	14.64	0.23	7.26
567	2,000	Masking Tape,1 7/8" W,60 yd L,Blue	SHURTAPE	CP 27	Adhesives, Sealants and Tape	6FET7	EA	1	14.64	0.1	6.52	497C34	EA	1	13.42	0.1	5.46
568	2,000	Rocker Wall Plate,Stnd;Wht,1Gng,Smth Stn	HUBBELL	P26W	Electrical	55KT13	EA	1	0.74	0.23	0.47	55KT58	EA	1	1.02	0.23	0.64
569	2,000	Disposable Gloves,Nitrile,2XL,PK100	MICROFLEX	LSE-104	Safety	464D75	PK	100	41.01	0.19	18.38	794H47	PK	100	21.27	0.19	15.51
570	2,000	Conduit Clamp,Iron,Overall L 2.538in	RACO	1343	Electrical	206F74	EA	1	1.91	0.23	1.2						
571	2,000	Conduit Clamp,Iron,Overall L 2.219in	RACO	1303	Electrical	206F15	EA	1	1.54	0.23	0.82						
572	2,000	Coated Gloves,Black/Blue,L	SHOWA	380L-08	Safety	2AFD5	PR	1	6.71	0.19	3.34	5PE90	PR	1	5.32	0.19	1.59
573	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV841 ALTO 30PK	Lighting	492X61	EA	1	9.14	0.22	3.52	56GK70	EA	1	5.56	0.22	3.98

574	2,000	Coupling,Steel,Overall L 1 59/64in	RACO	2023	Electrical	52AU59	EA	1	0.97	0.23	0.51	52AU52	EA	1	1.32	0.23	0.561
575	2,000	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL841 PLUS ALTO HV 30PK	Lighting	492XS8	EA	1	8.21	0.22	5.33	56GK06	EA	1	4.49	0.22	3.5
576	2,000	Hard Hat,Type 1, Class E,Ratchet,Yellow	BULLARD	33YLR	Safety	9T775	EA	1	37.02	0.19	19.2	52LD09	EA	1	26.13	0.19	5.06
577	2,000	Disinfecting Wipes,160 ct,Canister	PDI	Q89072	Cleaning	9MCC1	EA	1	14.74	0.22	6.22	6TWG0	EA	1	13.66	0.22	6.41
578	2,000	Body Wash/Sham Combo,GRN,Floral,PK2	OPS	1405-04G	Cleaning	36TY80	PK	2	115.16	0.22	46.87	45GY51	PK	6	85.32	0.22	34.27
579	2,000	Fluorescent,17 W,T8,Medium Bi-Pin (G13)	PHILIPS	F17T8/TL841/PLUS/ALTO	Lighting	492Y10	EA	1	6.87	0.22	3.99	56GK40	EA	1	3.95	0.22	3.08
580	2,000	Hang and Stack Bin,Blue,Plastic,5 In	AKRO-MILS	30230BLUE	Material Handling	2W778	EA	1	8.74	0.15	3.37	3EW98	EA	1	7.42	0.15	3.07
581	2,000	Cooling Hat,Lime,L/XL	CHILL-ITS BY ERGODYNE	8935CT	Safety	16V846	EA	1	23.22	0.19	13.93	1CXL1	EA	1	22.31	0.19	9.8
582	2,000	Battery,D,Premium,1.5VDC,PK12	DURACELL PROCELL	PX1300	Electronics, Appliances, and Batteries	55EC95	PK	12	25.51	0.19	15.17	3KKH6	PK	4	14.97	0.19	12.81
583	2,000	Spud Coupling Assembly,Sloan	SLOAN	FSAT	Plumbing	2XU28	EA	1	24.09	0.2	13.25	2XU29	EA	1	24.55	0.2	13.25
584	2,000	CFL,26 W,PL-C,4-Pin (G24q-3)	PHILIPS	PL-C 26W/41/4P/ALTO	Lighting	492Z19	EA	1	7.84	0.22	4.91	1PGY7	EA	1	12.61	0.22	5.29
585	2,000	Reducing Washer,3/4" to 1/2" Conduit Sz	RACO	1365	Electrical	52AW36	EA	1	0.29	0.23	0.1						
586	2,000	Duct Tape,Silver,1 7/8 in x 60 yd,10 mil	NASHUA	396	Adhesives, Sealants and Tape	5AD15	EA	1	11.05	0.1	3.71	499L80	EA	1	6.74	0.1	2.96
587	2,000	Line Marking Paint,20 oz,Fluor. Orange	RUST-OLEUM	203027V	Paint, Equipment and Supplies	783AD2	EA	1	12.22	0.12	4.09	21CJ74	EA	1	11.01	0.12	3.85
588	2,000	Coupling,Steel,Overall L 1 37/64in	RACO	2022	Electrical	52AU58	EA	1	0.6	0.23	0.33	52AU44	EA	1	0.79	0.23	0.363
589	2,000	Flapper,Fluidmaster	FLUIDMASTER	Pro 54	Plumbing	1APJ5	EA	1	6.31	0.2	3.68	22UR92	EA	1	3.62	0.2	1.75
590	2,000	Absrv Cut-Off Wheel,T27,4-1/2in,7/8in	UNITED ABRASIVES-SAIT	22072	Abrasives	1AUC1	EA	1	5.23	0.1	2.61	49ZZ85	EA	1	4.2	0.1	2.95
591	2,000	Trigger Sprayer,24 oz, 32 oz, 12 1/4"H	TOLCO	110550	Cleaning	1CH72	EA	1	3.43	0.22	1.67	3UE03	EA	1	2.87	0.22	1.29
592	2,000	Cut Resistant Gloves,Blue/Gray,M,PR	ACTIVARMR	80-100	Safety	4JY12	PR	1	5.09	0.19	3.31	4BUR53	PR	1	3.48	0.19	2.13
593	2,000	Paint Brush,2",Chip,China Hair,1 1/2"L	WEILER	40181	Paint, Equipment and Supplies	36XES8	EA	1	1.13	0.12	0.74	1TTX2	PK	24	17.67	0.12	9.81
594	2,000	Coated Glvs,Palm Finger,Blk/Gry,8,PR	HYFLEX	11-600	Safety	4JU92	PR	1	3.59	0.19	2.2	21NM51	PR	1	2.19	0.19	1.42
595	2,000	Safety Glasses,Smoke	RADIANS	MR012OID	Safety	6XKD3	EA	1	1.88	0.19	1.18	4VCL1	EA	1	2.81	0.19	2.11
596	2,000	Safety Glasses,Clear	MCR SAFETY	BK110AF	Safety	3NTZ3	EA	1	3.41	0.19	1.7	3NTZ2	EA	1	2.48	0.19	1.21
597	2,000	Elec Tape,66 ft Lx3/4 in W,13 mil,Black	3M	1755 3/4"X60'	Adhesives, Sealants and Tape	4YT85	EA	1	12.87	0.1	6.6	19N735	EA	1	9.13	0.1	2.17
598	2,000	Fuse,Midget,10A,BAF Series	BUSSMANN	BAF-10	Electrical	6C170	EA	1	5.03	0.23	2.59	486H61	EA	1	3.37	0.23	1.69
599	2,000	Pleated Air Filter	PURAFILTER	20252MV13	HVAC and Refrigeration	60YP46	EA	1	24.41	0.4	14.65	60RDB8	EA	1	24.86	0.4	9.33
600	2,000	Disp Glv,Blk,Nitrile,Exam PF,XXL,PK100	MICROFLEX	MK-296	Safety	794H47	PK	100	21.27	0.19	15.51	36J014	PK	100	15.99	0.19	11.18
601	2,000	11 wt oz.,Aerosol,Lubricant	CRC	03005	Lubrication	2F141	EA	1	12.75	0.1	6.07	12W319	EA	1	9.41	0.1	5
602	2,000	MechConn,Copper,13/64 in,Slotted	BLACKBURN	L35	Electrical	3LR06	EA	1	3.49	0.23	1.42						
603	2,000	Push-In Connector,Gray,0.81",400V	WAGO	222-412	Electrical	798HP0	EA	1	2.38	0.23	1.65	798HA5	PK	150	87.95	0.23	61.09
604	2,000	Knockout Plug,Conduit Size 3/4"	RACO	1043	Electrical	52AW72	EA	1	0.84	0.23	0.33						
605	2,000	2-Cycle Engine Oil,Conventional,2.6 oz	MAG 1	MAG60179	Fleet and Vehicle Maintenance	20RW81	EA	1	1.25	0.08	0.79	43Y868	EA	1	1.64	0.08	1.07
606	2,000	Replacement Razor Blades,PK10	STANLEY	28-510	Hand Tools	6R030	PK	10	3.52	0.14	2.4	4A807	PK	100	10.67	0.14	2.36
607	2,000	Door WedgeNo Slip,Gray,4-3/4 In L,PK2	MASTER	GD002	Hardware	4JG43	PK	2	9.72	0.05	3.79	4JG44	PK	2	9.31	0.05	3.95
608	2,000	Wasp and Hornet Killer,18 oz.,Aerosol	SPECTRACIDE	HG-30110	Outdoor Equipment	48LR83	EA	1	14.33	0.12	5.67	759UW7	EA	1	7.53	0.12	5.97
609	2,000	Toilet Paper Roll,1500,White,19378,PK18	GEORGIA-PACIFIC	19378	Cleaning	1FC17	PK	18	122.99	0.22	55.28	3APV8	PK	18	122.99	0.22	53.94
610	2,000	Insect Repellent,Liquid Spray,4 oz.	REPEL	HG-94109	Outdoor Equipment	48WK08	EA	1	13.22	0.12	5.36	36WG52	EA	1	12.97	0.12	5.77
611	2,000	Hook-and-Loop Sanding Disc,5 in Dia	NORTON	66261183918	Abrasives	783RH1	EA	1	0.68	0.1	0.57	435Z95	PK	100	36.07	0.1	25.249
612	2,000	Graffiti Rem,Aero Spray Can,GoofOff,16oz	GOOF OFF	FG673	Cleaning	494K90	EA	1	21.06	0.22	14.79	6KHD7	EA	1	12.93	0.22	9.68
613	2,000	Gasket,Zurn,Neoprene	ZURN	Z1200-NEOSEAL-GSKT-4	Plumbing	41H972	EA	1	83.26	0.2	12.26	20CM30	EA	1	5.11	0.2	2.19
614	2,000	TgEwchWPlt,Stnd,Ivory,1Gng,Smth Stn	HUBBELL	P1I	Electrical	5SK992	EA	1	0.97	0.23	0.47						
615	2,000	Linear LED Bulb,T5,46" L,G5,4000K	CURRENT	LED13ETSG4/840HE	Lighting	55GU25	EA	1	28.38	0.22	16.08	449U96	EA	1	23.16	0.22	12.1
616	2,000	Battery,AA,Premium,1.5VDC,PK24	DURACELL PROCELL	PX1500	Electronics, Appliances, and Batteries	55EC97	PK	24	22.24	0.19	10.87	38W365	PK	24	17.37	0.19	6.62
617	2,000	Linear LED Bulb,T8,24"L,2-Pin(G13),4000K	CURRENT	LED9BDT8/G2/840	Lighting	55GU02	EA	1	16.34	0.22	11.48	56LF91	EA	1	13.52	0.22	9.83
618	2,000	Through Type Insert,3/8 In	PARKER	63NTA-6	Plumbing	11K647	EA	1	0.93	0.2	0.36						
619	2,000	Handheld Sprayer,Polyethylene,2 gal	CHAPIN	20002	Outdoor Equipment	6PKJ5	EA	1	43.39	0.12	18.76	2LU469	EA	1	34.72	0.12	11.1
620	2,000	Duct Tape,Black,27.4 m Tape L	GORILLA	105629	Adhesives, Sealants and Tape	787ER2	EA	1	17.92	0.1	15	49JR16	EA	1	31.23	0.1	16.5
621	2,000	Wax Ring,Universal Fit	HERCULES	90210	Plumbing	39AT78	EA	1	3.13	0.2	1.61	22UR70	EA	1	3.84	0.2	1.38
622	2,000	Hard Hat Sweatband,Tan,Terrycloth	MSA	10068890	Safety	4RB54	EA	1	4.97	0.19	2.57	33Y784	EA	1	3.98	0.19	1.38
623	2,000	Master Rebuild Kit,Toilets	SLOAN	R1003A	Plumbing	2VEE5	EA	1	48.25	0.2	18.34	2VEE3	EA	1	43.39	0.2	24.9
624	2,000	Battery,Lithium,Size 123,3VDC	DURACELL	DL123ABPK	Electronics, Appliances, and Batteries	1ANB7	EA	1	10.85	0.19	4.38	2VEW1	PK	2	10.14	0.19	4.46
625	2,000	Temporary Marking Paint,20 oz,Green,Can	KRYLON INDUSTRIAL	A09304004	Paint, Equipment and Supplies	38EL33	EA	1	11.58	0.12	3.76	9WMK0	EA	1	11.66	0.12	6.51
626	2,000	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED14ET8/G4/840CT	Lighting	55GT92	EA	1	15.19	0.22	10.66	467W19	EA	1	13.41	0.22	4.59
627	2,000	ProPress adapter, 3/4" x 3/4"	VIEGA PROPRESS	79230	Plumbing	5UMC0	EA	1	6.82	0.2	4.78						
628	2,000	Line Marking Paint,20 oz,Safety Red	RUST-OLEUM	203029V	Paint, Equipment and Supplies	783AD4	EA	1	12.22	0.12	4.09	21CJ73	EA	1	11.01	0.12	3.85
629	2,000	Elec Tape,66 ft Lx3/4 in W,7 mil,Red	3M	10810	Adhesives, Sealants and Tape	2A229	EA	1	13.42	0.1	7.15	19N750	EA	1	1.79	0.1	0.78
630	2,000	Hand Sanitizer,Bottle,Gel	PURELL	3691-12	Cleaning	20W433	EA	1	12.78	0.22	5.27	21R992	PK	12	135.43	0.22	54.99
631	2,000	Incandescent Bulb,A15,130 lm,40W	CURRENT	40A15 CD	Lighting	5V755	EA	1	2.4	0.22	0.88	1CWY4	PK	2	2.08	0.22	1.27
632	2,000	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED18ET8/G/4/850	Lighting	48PX97	EA	1	22.29	0.22	10.78	48PX96	EA	1	19.72	0.22	9.94
633	2,000	RV/Marine Antifreeze,1 gal.	SPLASH	619526	Fleet and Vehicle Maintenance	2EXW9	EA	1	12.05	0.08	5.45	49GU89	EA	1	6.72	0.08	3.18
634	2,000	Disposable Gloves,Rubber Latex,M,PK50	MICROFLEX	SG-375-M	Safety	2TEL9	PK	50	29.81	0.19	14.34	2XMC2	PK	100	13.89	0.19	8.19
635	2,000	Adhesive Bandages,Fabric,3"Lx1"W,PK16	FIRST AID ONLY	1-008	Safety	39N868	PK	16	2.33	0.19	1.51	41CR02	PK	50	7.81	0.19	3.49
636	2,000	Range Chrome Burner Bowl,8"	GE	WB31M15	Electronics, Appliances, and Batteries	58NN33	EA	1	10.03	0.19	7.31						
637	2,000	Coated Gloves,Nylon,L,PR	MCR SAFETY	9666L	Safety	33M008	PR	1	2.29	0.19	1.51	19L495	PR	1	2.03	0.19	1.4
638	2,000	Emrg Lght,Plst,Nick Cadm,1W,LED	COMPASS	CU2	Lighting	467222	EA	1	58.66	0.22	22.25	13MS88	EA	1	45.68	0.22	28.37
639	2,000	Digital Thermometer,Oral,2-7/64 In. L	MABIS	15-691-000	Safety	4WPF1	EA	1	7.81	0.19	4.72	38F761	EA	1	12.56	0.19	8.32
640	2,000	Conduit Clamp,Iron,Overall L 2.016in	RACO	1302	Electrical	206F14	EA	1	1.52	0.23	0.91						
641	2,000	Elbow,90 deg.,Polyalloy,1/2" x 1/2" Tube	ZURN PEX	QQPE33X	Plumbing	10A549	EA	1	1.35	0.2	0.79						
642	2,000	Wire Rope Oval Sleeve,5/32 In,122 Copper	LOOS	SL2-5	Material Handling	16V779	EA	1	1.01	0.15	0.77	16X819	EA	1	0.63	0.15	0.41
643	2,000	Fem Disc,Tin,Brass,Nylon	3M	MINI14-250DFIK	Electrical	2JLD5	EA	1	0.76	0.23	0.53						
644	2,000	Locknut,Steel,Overall L 1 25/64in	RACO	1003	Electrical	43GX17	EA	1	0.42	0.23	0.27						
645	1,000	Safety Glasses,Clear	MCR SAFETY	KD110AF	Safety	3WMJ5	EA	1	5.39	0.19	3.02	55KY19	EA	1	4.04	0.19	3.09
646	1,000	Adapter,Wrot Copper,1/2" Tube,CxMNPT	NIBCO	604 1/2	Plumbing	1VLV5	EA	1	2.12	0.2	1.44						
647	1,000	Coated Gloves,Nylon,XL,PR	MCR SAFETY	N9674XL	Safety	2ELL9	PR	1	6.97	0.19	2.84	19K978	PR	1	5.05	0.19	1.73
648	1,000	ProPress coupling w/ stop, 3/4" x 3/4"	VIEGA PROPRESS	78052	Plumbing	1RPG1	EA	1	4.49	0.2	3.21	787WY1	EA	1	5.64	0.2	3.51
649	1,000	Coated Gloves,XL,Black/Red,PR	HONEYWELL NORTH	NF11/10XL	Safety	2WTN8	PR	1	6.03	0.19	2.57	36H999	PR	1	5.29	0.19	2.66
650	1,000	Sanitizer Wipes,Box,5 x 8",1EA	PDI	D43600	Cleaning	9RAE2	EA	1	13.15	0.22	8.24	1PKR5	EA	1	12.97	0.22	8.09
651	1,000	Connector,Steel,Overall L 1 13/32in	RACO	2002	Electrical	52AU49	EA	1	0.56	0.23	0.36	52AU43	EA	1	0.73	0.23	0.396
652	1,000	Safety Glasses,Clear	HONEYWELL UVEX	S4200	Safety	3NTY7	EA	1	11.04	0.19	4.69	3NTZ2	EA	1	2.48	0.19	1.21
653	1,000	Insect Repellent,Aerosol,6.5 oz.	REPEL	HG-33801	Outdoor Equipment	48WJ99	EA	1	13.05	0.12	4.88	48WK02	EA	1	10.08	0.12	5.27
654	1,000	Hand Soap,CLR,2,000 mL,,PK2	GOJO	5265-02	Cleaning	2RRD6	PK	2	112.21	0.22	40.21	3FPN7	PK	2	62.69	0.22	24.06
655	1,000	U-Bend LED Bulb,T8,4000K,1900 lm,13W	CURRENT	LED13ET8/U6/840	Lighting	48UV48	EA	1	28.64	0.22	15.48	53Y239	EA	1	25.23	0.22	14.79
656	1,000	Fire Extinguisher,Aluminum,Red,ABC	KIDDE	PROSMP	Safety	5T899	EA	1	91.61	0.19	40.9	13J002	EA	1	90.87	0.19	51.76
657	1,000	G304 Goggles Pyramex	PYRAMEX	G304	Safety	29XT26	EA	1	6.92	0.19	3.82	4VCF7	EA	1	6.84	0.19	2.28
658	1,000	Plug-In CFL Bulb,32W,2400 lm,4100K	SYLVANIA	CF32DT/E/IN/841/ECO	Lighting	56GK83	EA	1	6.71	0.22	5.23	1PHA5	EA	1	16.05	0.22	6.91
659	1,000	Cold Patch,25 lb	PERMA-PATCH	PP-50-CP	Adhesives, Sealants and Tape	55EK37	EA	1	44.88	0.1	31.36	38R450	EA	1	37.07	0.1	21.06
660	1,000	Thread Sealant Tape,1" W,White	ANTI-SEIZE TECHNOLOGY	26160	Adhesives, Sealants and Tape	34DS03	EA	1	2.32	0.1	1.4	3PDL5	EA	1	1.13	0.1	0.43
661	1,000	Linear LED Bulb,120 to 347VAC,13W	MAXLITE	L13T8DF450-CG5	Lighting	56LG04	EA	1	13.53	0.22	9.5	5SGY69	EA	1	11.17	0.22	7.46
662	1,000	3 oz.,Aerosol,Lubricant	WD-40	490002	Lubrication	20JY59	EA	1	6.54	0.1	3.65	4LRF8	EA	1	9.68	0.1	5.24
663	1,000	Ceiling Sealing Paint,13 Oz	ZINSSER	3688	Paint, Equipment and Supplies	4HFE7	EA	1	14.65	0.12	6.78	4HFF1	EA	1	13.49	0.12	7.32
664	1,000	Lever Door Holder,Clear Aluminum	KABA ILCO	IL-KDDH-4-AL	Hardware	4DJK99	EA	1	7.53	0.05	3.57	4DJL02	EA	1	7.33	0.05	3.57
665	1,000	Windshield Washer,6 oz.,Plastic Bottle	GUNK	M506	Fleet and Vehicle Maintenance	54YK27	EA	1	3.18	0.08	2.09	2RP23	PK	25	23.34	0.08	14.79
666	1,000	Headlamp,Plastic,Red,300lm	ENERGIZER	HDBIN32EB	Lighting	40XA77	EA	1	29.37	0.22	12.07	797NT4	EA	1	27.48	0.22	22.64
667	1,000	Paper Towel Roll,1150,White,26490,PK6	GEORGIA-PACIFIC	26490	Cleaning	52RW77	PK	6	206.83	0.22	79.56	52RW79	PK	3	95.79	0.22	39.17
668	1,000	Linear FLUOR Bulb,T5,21-5/8" L,G5,3500K	CURRENT	F24W/T5/835/HO/ECO	Lighting	5AE25	EA	1	13.88	0.22	8.98	56GK53	EA	1	4.25	0.22	3.04
669	1,000	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1500DWWG	Security	6X694	EA	1	13.31	0.15	6.89	1XRW5	EA	1	7.03	0.15	3.95
670	1,000	Chemical Resistant Gloves,Black,Sz 10,PR	SHOWA	7712-10	Safety	3JRH5	PR	1	5.09	0.19	2.65	38A49	PR	1	4.44	0.19	2.74
671	1,000	Prison Toiler Control Stops,Acorn	ACORN	2570-000-001	Plumbing	2EWA3	EA	1	177.07	0.2	77.08	2EWA4	EA	1	31.86	0.2	12.61
672	1,000	Mechanics Gloves,Black,10,PR	MECHANIX WEAR	MG-05-010	Safety	2NPL2	PR	1	33.02	0.19	18	45VK44	PR	1	13.68	0.19	5.19
673	1,000	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1525 Custom Key	Security	4T103	EA	1	12.52	0.15	8.44	1XRW5	EA	1	7.03	0.15	3.95
674	1,000	Loose Absorbent,Bag,Size 1.5 cu. ft.	STARDUST	D15CF	Safety	491R33	EA	1	31.67	0.19	15.19	6RKJ5	EA	1	14.8	0.19	9.12
675	1,000	Disposable Gloves,Nitrile,2XL,PK100	MICROFLEX	N645	Safety	13G204	PK	100	17.84	0.19	12.5	795WN7	PK	100	16.43	0.19	9.45
676	1,000	Instant Cold Pack,White,4"Lx5"W,Plastic	FIRST AID ONLY	21-004	Safety	39P018	EA	1	2.63	0.19	1.66	39P019	EA	1	1.63	0.19	1.06
677	1,000	Cleaner Cartridge,Sloan	SLOAN	WES150	Plumbing	4FB39	EA	1	87.34	0.2	50.53	3ETX5	EA	1	89.95	0.2	51.52
678	1,000	Cut-Resistant Gloves,L/9,PR	ACTIVARMR	80-400	Safety	2RA88	PR	1	9.51	0.19	5.69	484T55	PR	1	3.71	0.19	2.29
679	1,000	VF,Coated Glove,Blk/Gry,9,20KJ47,PR	HYFLEX	11-840VP	Safety	62HZ89	PR	1	6.95	0.19	3.45	60WF89	PR	1	4.27	0.19	2.58
680	1,000	Replacement Tube Cutting Wheel	RIDGID	E-3469	Hand Tools	4CW65	EA	1	8.88	0.14	4.73	4CW66	EA	1	11.93	0.14	6.32
681	1,000	Wax Ring,Universal Fit	HARVEY	004309	Plumbing	5PA59	EA	1	6.6	0.2	4.14	44K75	EA	1	5.13	0.2	2.12
682	1,000	Duster,8 in W	UNGER	COBW0	Cleaning	6DTG5	EA	1	15.38	0.22	6.15	1MYG1	EA	1	12.31	0.22	5.19
683	1,000	Cut-Off Wheel,13,300 rpm,4-1/2" dia.	DEWALT	DWA8062F	Abrasives	492Z79	EA	1	3.04	0.1	2.09	25TY50	EA	1	2.84	0.1	2.25
684	1,000	Acrylic Latex Caulk,White,Alex Painters	DAP	18670	Adhesives, Sealants and Tape	5E079	EA	1	3.99	0.1	2.01	3KA72	EA	1	4.43	0.1	2.211
685	1,000	Support Clip,Ivory,Steel,Clips	LEGRAND	V5703	Electrical	4YER9	EA	1	1.02	0.23	0.57						
686	1,000	BlnkBxMntWlPlt,Stnd,Ivory,1Gng,Smth Stn	HUBBELL	P13I	Electrical	5SKU05	EA	1	0.87	0.23	0.56						
687	1,000	Disposable Respirator,Universal,N95,PK10	3M	8210V	Safety	14F203	PK	10	31.26	0.19	16.63	22EL78	PK	20	26.08	0.19	7.14
688	1,000	Tape Measure,1 In x 25 ft,Chrome,In/Ft	STANLEY	33-425	Hand Tools	6A498	EA	1	32.28	0.14	15.11	5HK84	EA	1	14.92	0.14	6.26
689	1,000	Snow Brush,Pivot Head,Alum,34 to 52 In	MALLORY	583-EP	Fleet and Vehicle Maintenance	1GLP9	EA	1	21.73	0.08	8.4	1GLR6	EA	1	5.66	0.08	2.11

690	1,000	TriggerSprayBottle,24oz,10 S/8"H,Clr,PK3	IMPACT	5024HG/4806-91	Cleaning	30GE90	PK	3	10.87	0.22	4.13	3LFP9	PK	3	10.94	0.22	3.97
691	1,000	Vehicle Inspection Form,2 Ply,Carbonless	JJ KELLER	1854	Fleet and Vehicle Maintenance	38D297	EA	1	7.24	0.08	3.95	52VP15	EA	1	7.71	0.08	4.345
692	1,000	Keyed Padlock, 13/16 in,Rectangle,Silver	MASTER LOCK	500KABRKLH	Security	4DJR4	EA	1	14.4	0.15	7.61						
693	1,000	Mold-Resistant Coating,White,5 gal,Pail	FIBERLOCK TECHNOLOGIES	8360-5	Paint, Equipment and Supplies	8CKV2	EA	1	639.28	0.12	251.07	8Y601	EA	1	405.82	0.12	174.92
694	1,000	Exam Glove,Nitrile,Size M ,PK100	MICROFLEX	92-134	Safety	793JR3	PK	100	12.38	0.19	8.2	56JT48	PK	100	14.16	0.19	5.51
695	1,000	Cut-Off Wheel,13,300 rpm,7/8" Arbor Hole	DEWALT	DWA8424F	Abrasives	49ZZ80	EA	1	3.48	0.1	2.26	5TU24	EA	1	2.81	0.1	1.94
696	1,000	Weatherproof Cover,Metallic	BELL	5173-0	Electrical	2V706	EA	1	1.74	0.23	0.89						
697	1,000	Cable Conduit Clip Hanger,Steel	NVENT CADDY	KX	Electrical	2KWU2	EA	1	1.43	0.23	0.53	4RJD5	EA	1	1.58	0.23	0.48
698	1,000	Compressor Oil Coolant, 1 L, Bottle	INGERSOLL RAND	38440228	Pneumatics	2YY83	EA	1	40.59	0.11	16.97	36VZ56	EA	1	16.04	0.11	8.08
699	1,000	Linear FLUOR Bulb,T8,47-3/4"L,G13,5000K	CURRENT	F32T8/XL/SPX50/HL/ECO	Lighting	4ZY40	EA	1	7.97	0.22	3.31	56GK47	EA	1	5.56	0.22	3.98
700	1,000	Combination Padlock,1 1/2in,Rectgle,Gold	MASTER LOCK	175LH	Security	1U173	EA	1	35.03	0.15	17.78	783XW1	EA	1	19.8	0.15	12.87
701	1,000	BlnkBxMntWllPlt,Stnd,Wht,1Gng,Smth Stn	HUBBELL	P13W	Electrical	5SXU06	EA	1	1.21	0.23	0.56						
702	1,000	Water Softener Salt, 50 lb, Cubes	DIAMOND CRYSTAL	100012455	Plumbing	52ZX55	EA	1	25.04	0.2	13.53	803Z31	EA	1	18.4	0.2	9.52
703	1,000	Cut-Resistant Gloves,L/9,PR	HYFLEX	11-939	Safety	54EL02	PR	1	25.42	0.19	11.07	491M19	PR	1	9.44	0.19	4.03
704	1,000	CutOff Wheel,Rightcut,4-1/2"x.040"x7/8"	NORTON	07660701617	Abrasives	25TY43	EA	1	3.32	0.1	1.84	49ZZ79	EA	1	3.04	0.1	2.09
705	1,000	Wastebasket,Rectangular,7 gal.,Black	RUBBERMAID COMMERCIAL PRODUCTS	FG295600BLA	Cleaning	5W001	EA	1	17.02	0.22	6.41	4PGN5	EA	1	13.61	0.22	3.52
706	1,000	Split Key Ring,1-1/2 in.,Tempered Steel	HY-KO PRODUCTS	KB109	Security	36DZ32	EA	1	1.39	0.15	0.89	25DU55	PK	1000	21.27	0.15	12.93
707	1,000	Slide Latch,Zinc,Bright	ASI GLOBAL PARTITIONS	40-8562899	Plumbing	3PEN4	EA	1	16.13	0.2	8.8	3PEN3	EA	1	14.77	0.2	7.93
708	1,000	Air Freshener,Card w/ String,Black,PK3	LITTLE TREES	U3S-32055	Fleet and Vehicle Maintenance	52HF68	PK	3	6.18	0.08	2.68	52HF77	PK	3	4.82	0.08	2.08
709	1,000	In-Line Fuse Kit	CURRENT	BTB-1AFUSEKIT	Lighting	494G97	EA	1	5.62	0.22	4.02	2FCN4	EA	1	4.37	0.23	1.69
710	1,000	Coated Gloves,Palm and Fingers,L	HYFLEX	48-101	Safety	2RA97	PR	1	3.02	0.19	1.62	56JK84	PR	1	1.76	0.19	0.94
711	1,000	Conduit Clamp,Iron,Overall L 2.297in	RACO	1342	Electrical	206F34	EA	1	1.89	0.23	1.2						
712	1,000	Connector,Steel,Overall L 1 7/16in	RACO	2122	Electrical	43GX31	EA	1	1.12	0.23	0.51						
713	900	Toilet Paper Roll,450,White,16880,PK80	GEORGIA-PACIFIC	16880	Cleaning	10F284	PK	80	174.98	0.22	82.56	38C405	PK	48	79.37	0.22	33.27
714	900	110 W,T12,Recessed Double Contact (R17d)	PHILIPS	TL F96T12/CW/HO-O ALTO 110W FLUOR. LAMP	Lighting	492Y03	EA	1	13.34	0.22	9.35						
715	900	Disposable Gloves,Nitrile,XL,PK100	MCR SAFETY	6016BXL	Safety	415N03	PK	100	46.14	0.19	18.87	22LD91	PK	50	12.06	0.19	7.89
716	900	Disposable Gloves,Rubber Latex,XL,PK50	MCR SAFETY	5049XL	Safety	392D16	PK	50	30.36	0.19	18.22	3NFD3	PK	50	25.93	0.19	14.66
717	900	Personal Eye Wash Bottle,4 oz.	HONEYWELL	32-000452-0000	Safety	3PVT4	EA	1	7.97	0.19	3.62	36N055	EA	1	5.55	0.19	1.97
718	900	Single-Lever Cartridge,Moen,Brass	KISSLER	46-0012	Plumbing	2FGR7	EA	1	13.31	0.2	9.58	2FGR4	EA	1	9.29	0.2	6.07
719	900	Tee,Wrot Copper,1/2" Tube,CxCxC	NIBCO	611 1/2	Plumbing	5P098	EA	1	1.97	0.2	1.26						
720	900	Bushing,Steel,Overall L 0.563in	RACO	1142	Electrical	52AW35	EA	1	1.89	0.23	0.73						
721	900	Tailpiece, 12 In L,1 1/4 In Pipe Dia	ZURN	Z896G-12-PC	Plumbing	4WDH3	EA	1	24.83	0.2	13.25	1PNT2	EA	1	19	0.2	10.16
722	900	Engine Oil,30,Conventional,1qt	VALVOLINE	FR1210H/822382	Fleet and Vehicle Maintenance	1UBY5	EA	1	9.37	0.08	5.73	43Y892	EA	1	4.64	0.08	2.95
723	900	Bushing,Plastic,Overall L 13/32in	RACO	1403	Electrical	52AU53	EA	1	0.46	0.23	0.18						
724	900	Single Point Hook,Molded Plastic,7/8 In	COMMAND	17003	Hardware	5MV38	EA	1	6.88	0.05	3.45	5MVK7	EA	1	7.23	0.05	3.74
725	900	Actuator Assembly,Sloan	SLOAN	EL128A	Plumbing	2XU56	EA	1	46.37	0.2	25.68						
726	900	Windshield Wash Cleaner,1 Gal,32 F	SPLASH	235826	Fleet and Vehicle Maintenance	2EXW7	EA	1	3.95	0.08	2.47	2EXW8	EA	1	3.72	0.08	2.34
727	900	Mobilux EP 2,EP Grease,Cartridge,14 oz	MOBIL	122136	Lubrication	2RV31	EA	1	11.46	0.1	4.86	1TLG6	EA	1	10.17	0.1	5.12
728	900	Gen Purpose Gloves,Black/Blue,10	HYFLEX	11-618	Safety	36H146	PR	1	5.43	0.19	2.83	19L491	PR	1	2.87	0.19	0.79
729	900	Half Mask Respirator,Elastomer,Gray	3M	6300	Safety	6AP71	EA	1	25.23	0.19	13.65	6DMU0	EA	1	23.52	0.19	13.5
730	900	Disposable Gloves,Nitrile,XL,PK50	MICROFLEX	SEC-375-XL	Safety	3RRK7	PK	50	20.98	0.19	12.47	3NFJ5	PK	50	19.47	0.19	12.18
731	900	Utility Knife,6-3/8 In.,Gray	STANLEY	10-499	Hand Tools	5C944	EA	1	9.34	0.14	3.88	5R675	EA	1	4.47	0.14	1.59
732	900	Push Button Assembly,Sloan	SLOAN	C70A	Plumbing	3EPU9	EA	1	12.41	0.2	7.84						
733	900	Coated Gloves,Nylon,L,PR	MCR SAFETY	96731HVL	Safety	48GJ59	PR	1	3.67	0.19	2.12	56JK84	PR	1	1.76	0.19	0.94
734	900	Hard Hat,Type 1, Class E,Ratchet,White	MSA	475358	Safety	4LN95	EA	1	27.92	0.19	13.18	4LN94	EA	1	16.86	0.19	7.91
735	900	LED,12 W,T8,Medium Bi-Pin (G13)	PHILIPS	27K/CRI(48-850/MP18/G 10/1	Lighting	60WT54	EA	1	15.51	0.22	4.7	79CP13	EA	1	11.02	0.22	5.41
736	900	Disposable Gloves,Nitrile,2XL,PK50	MICROFLEX	N865	Safety	3NFC8	PK	50	17.71	0.19	10.78	793FT5	PK	50	18.42	0.19	16.96
737	900	LED,5 W,Tube,2-Pin (GX23)	PHILIPS	SPL-S/LED/13H/840/IF5/P/2P 20/1	Lighting	494C80	EA	1	10.36	0.22	6.59	305X94	EA	1	16.59	0.22	13.71
738	900	Safety Glasses,Smoke	RADIANS	MR012IID	Safety	6XKD4	EA	1	2.53	0.19	1.69	6XKD8	EA	1	2.19	0.19	1.42
739	900	Air Cleaner Filter,HEPA,17x13x2"	FELLOWES	9287201	HVAC and Refrigeration	459V97	EA	1	89.61	0.4	50.93						
740	900	Battery,Alkaline,D,Premium,PK12	DURACELL	MN1300	Electronics, Appliances, and Batteries	21EK77	PK	12	33.81	0.19	22.37	5LE21	PK	12	22.2	0.19	9.24
741	900	Razor Blade,1-1/2" W, PK100	STANLEY	11-515	Hand Tools	4ABD7	PK	100	10.67	0.14	2.36	26X080	PK	100	16.32	0.14	5.3
742	900	Gasket,American Standard	AMERICAN STANDARD	034638-0070A	Plumbing	3KTE1	EA	1	7.8	0.2	4.54						
743	900	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N483	Safety	4GXL9	PK	100	28.74	0.19	18.41	4BUM71	PK	100	17.77	0.19	10.53
744	900	Insect Repellent,Clean Feel Spritz	OFF	629380	Outdoor Equipment	2CYD9	EA	1	15.29	0.12	7.72	48WK02	EA	1	10.08	0.12	5.27
745	900	Graffiti&Sp Paint Rem,Aero Sp Can,17.5oz	ITW DYMON	7820	Cleaning	6UAX9	EA	1	16.95	0.22	6.72	6KHD7	EA	1	12.93	0.22	9.68
746	900	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED118DT8/G4/840	Lighting	55XC97	EA	1	13.18	0.22	9.25	5SXC96	EA	1	12.61	0.22	9.25
747	900	Coin Battery,Lithium,3VDC,1632	ENERGIZER	ECR1632BP	Electronics, Appliances, and Batteries	4SEK26	EA	1	4.88	0.19	2.78						
748	900	Exit Door Alarm,Annunciation,95 to 105dB	SAFETY TECHNOLOGY INTERNATIONAL	STI-6400	Security	1DPE1	EA	1	124.81	0.15	66.29	34D266	EA	1	75.61	0.15	37.5
749	900	Master Rebuild Kit,Toilets	SLOAN	R1004A	Plumbing	2VEE6	EA	1	44.38	0.2	31.95						
750	900	Plug-In CFL Bulb,26W,1710 lm,3500K	SYLVANIA	CF26DD/835/ECO	Lighting	56GK49	EA	1	4.77	0.22	3.72	1PGY2	EA	1	11.59	0.22	5
751	900	Cartridge,Black,Bayonet,PK2	3M	6001	Safety	6AM37	PK	2	25.42	0.19	13.02	4JG24	PK	2	27.82	0.19	14.23
752	900	Edger Blade,3/4 In.	STENS	375661	Outdoor Equipment	11T616	EA	1	6.81	0.12	5						
753	900	Conduit Access Cover,Steel	HUBBELL KILLARK	270	Electrical	2MYS7	EA	1	8.95	0.23	3.33	52AX95	EA	1	0.84	0.23	0.31
754	900	ProPress adapter, 1/2" x 1/2"	VIEGA PROPRESS	79215	Plumbing	5UMA7	EA	1	4.03	0.2	2.7						
755	900	Neck Shade,Nylon,Yellow/Green	MSA	10098032	Safety	5KAX6	EA	1	19.53	0.19	9.19	41G833	EA	1	14.27	0.19	5.47
756	900	Plug-In CFL Bulb,4100K,26W,10,000 hr	CURRENT	F26DBX/841/ECO	Lighting	1PGY3	EA	1	10.34	0.22	5	56GK59	EA	1	4.77	0.22	3.72
757	900	Starting Fluid,Aerosol,11 Oz.	PYROIL	PYSFR11	Fleet and Vehicle Maintenance	21A070	EA	1	6.79	0.08	3.6	21A071	EA	1	6.24	0.08	3.35
758	900	Circuit Breaker Lockout,Red Steel	MASTER LOCK	493B	Safety	1TDB2	EA	1	12.53	0.19	4.98	48KV15	EA	1	8.6	0.19	3.3
759	900	Tpl Swch Wll Plt,Stnd;Wht,1Gng,Smth Stn	HUBBELL	P1W	Electrical	5SKR94	EA	1	0.97	0.23	0.47						
760	900	Actuator Assembly,Sloan	SLOAN	Hy83A	Plumbing	2VEE8	EA	1	43.74	0.2	26.96						
761	900	Evaporative Cooling Towel,Orange	CHILL-ITS BY ERGODYNE	6602	Safety	35YY81	EA	1	13.58	0.19	8.1	52HZ92	EA	1	6.27	0.19	4.08
762	900	Electric Motor Oil,20 SAE Grade,3oz	3-IN-ONE	10045	Fleet and Vehicle Maintenance	3UM48	EA	1	4.66	0.08	3.8						
763	900	Linear Fluorescent Bulb,28W,3000K	SYLVANIA	FO28/830/XP/SS/ECO3	Lighting	56GK36	EA	1	4.37	0.22	3.41	4PL14	EA	1	5.23	0.22	2.22
764	900	Bungee Cord,Multicolored,24" L,5/16" W	KEEPER	06025	Material Handling	5SJF75	EA	1	2.56	0.15	1.62	4HXE2	EA	1	2.47	0.15	0.75
765	900	Battery,Alkaline,C,Premium,PK12	DURACELL	MN1400	Electronics, Appliances, and Batteries	21EK78	PK	12	33.87	0.19	16.63	38W367	PK	12	15.43	0.19	8.57
766	900	Cut Resist Gloves,Light Gray,10	HYFLEX	11-644	Safety	24L256	PR	1	14.23	0.19	7.74	19L419	PR	1	11.39	0.19	3.73
767	900	Paint Brush,2",Chip,China Hair,1 11/16"L	WOOSTER	W1147-2	Paint, Equipment and Supplies	38UX48	EA	1	1.51	0.12	0.86	1TTX2	PK	24	17.67	0.12	9.81
768	900	Lumber Crayon, Yellow, 1/2" Size, PK12	MARKAL	80351	Hand Tools	5W542	PK	12	18.55	0.14	10.74	31CN52	PK	2	10.09	0.14	6.27
769	900	1/4-Turn Stop,Straight,3/8 Inx3/8 In	KISSLER	88-9000	Plumbing	4EET9	EA	1	8.41	0.2	6.73	5FYF7	EA	1	7.69	0.2	5.01
770	900	Facial Tissue,100,White,47410,PK30	GEORGIA-PACIFIC	47410	Cleaning	2UJ50	PK	30	68.52	0.22	41.11	4DKH97	EA	1	2.15	0.22	1.46
771	900	White Lithium Grease,Aerosol Can,10 oz	CRC	03080	Lubrication	4ZF09	EA	1	21.79	0.1	9.83	31XR57	EA	1	14.44	0.1	8.5
772	900	Ext Sqn,Plst,Wht,11 39/64in,1.5W	COMPASS	CER	Lighting	32WU24	EA	1	49.43	0.22	23.2	35GK30	EA	1	44.81	0.22	19.77
773	900	CutOff Wheel,NorZon Plus,4"x.035"x3/8"	NORTON	66243510675	Abrasives	3WL24	EA	1	11.97	0.1	6.36	435Y63	EA	1	2.21	0.1	0.9
774	900	Coil Cleaner,Aerosol,20 oz.,White	SIMPLE GREEN	01100012134318	HVAC and Refrigeration	192N60	EA	1	12.56	0.17	6.37	45A998	EA	1	7.94	0.17	4.13
775	900	Combination Cartridge/Filter,Threaded,PR	HONEYWELL NORTH	75SCP100L	Safety	16M236	PR	1	39.69	0.19	20.72	16M232	PR	1	40.52	0.19	20.22
776	900	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED118DT8/G4/850	Lighting	55XC98	EA	1	14.11	0.22	9.91	55GT94	EA	1	13.09	0.22	7.35
777	900	Desk Recycling Container,Blue,7 gal.	RUBBERMAID COMMERCIAL PRODUCTS	FG295673BLUE	Cleaning	5M785	EA	1	17.52	0.22	7.05	4LZL2	EA	1	9.84	0.22	3.67
778	900	Heavy Duty Degreaser,Unscented,20 oz	CRC	03985	Cleaning	32UN66	EA	1	19.81	0.22	10.49	22NX98	EA	1	8.48	0.22	3.87
779	900	Spray Paint,Safety Red,15 oz.	RUST-OLEUM	V2163838	Paint, Equipment and Supplies	5H900	EA	1	17.06	0.12	7.4	5H901	EA	1	15.38	0.12	7.4
780	900	Spray Bottle,32 oz,Clear,Plastic	3M	37716	Cleaning	2CTG9	EA	1	9.13	0.22	3.77	39FD09	EA	1	2.24	0.22	1.13
781	900	Chemical Resistant Glove,13 mil,Sz 8,PR	ALPHATEC	88-390	Safety	2WLF4	PR	1	1.65	0.19	1.11	4BUP17	PR	1	1.25	0.19	1.221
782	900	Surgical Mask 4PLY Level 3,PK50	ALTOR SAFETY	62232	Safety	78SEJ1	PK	50	17	0.19	12.39	56JD44	PK	50	6.32	0.19	1.91
783	900	Double Sided Tape,1 11/16 yd L,1" W	GORILLA	6065001	Adhesives, Sealants and Tape	45DV48	EA	1	13.89	0.1	4.96	494K39	EA	1	16.52	0.1	5.21
784	900	Paint Roller Frame,9" Roll L,13.5" L,Blk	WOOSTER	F0010-9	Paint, Equipment and Supplies	38UY18	EA	1	3.55	0.12	1.86	38UY20	EA	1	3.19	0.12	2.51
785	900	ConstructionAdhesive,10.3fl oz,Cartridge	DAP	27501	Adhesives, Sealants and Tape	2PE34	EA	1	5.93	0.1	2.31	444D78	EA	1	5.86	0.1	2.82
786	900	Hang and Stack Bin,Blue,Plastic,7 in	AKRO-MILS	302408LUE	Material Handling	2W779	EA	1	18.66	0.15	6.44	9PNP8	EA	1	17.98	0.15	6.91
787	900	Tongue and Groove Plier,10" L	CHANNELLOCK	430	Hand Tools	4CR40	EA	1	24.55	0.14	13.28	4CR37	EA	1	23.58	0.14	13.48
788	900	LED,8.5 W,A19,Medium Screw (E26)	SYLVANIA	73885	Lighting	60UA12	EA	1	5.22	0.22	3.66	784N94	EA	1	2.61	0.22	1.67
789	900	Disposable Respirator,Universal,N95,PK10	3M	8511	Safety	4JF99	PK	10	38.86	0.19	22.05	56LA92	PK	20	14.73	0.19	11.93
790	900	LED,14.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	14.5T8/CCRI/48-840/MP21/G/DIM 25/1	Lighting	60WT57	EA	1	18.18	0.22	4.7	787L97	EA	1	18.57	0.22	8.6
791	900	Linear LED Bulb,T8,23-3/4" L,G13,5000K	PHILIPS	7T8/MAS/24-850/IF11P/DIM 10/1	Lighting	52ZX62	EA	1	17.51	0.22	7.03						
792	900	Disposable Gloves,Nitrile,L,PK100	SHOWA	6112PFL	Safety	100	PK	100	18.72	0.19	8.54	4BUM41	PK	100	13.94	0.19	9.98
793	900	10 wt oz.,Aerosol,Dry Lubricant	CRC	03040	Lubrication	3EED7	EA	1	16.48	0.1	6.92	19L521	EA	1	12.31	0.1	5.82
794	900	Snap Hook,3 5/8 in,Brass,Gold	ANNIN FLAGMAKERS	802710	Office Supplies	5JFC7	EA	1	7.07	0.05	3.82	49AW69	EA	1	0.41	0.19	0.23
795	900	Linear Fluorescent Bulb,15W,825 lm,4200K	SYLVANIA	F15T8/CW	Lighting	56GJ81	EA	1	4.25	0.22	3.06						
796	900	LED,10 W,PL Horizontal,4-Pin (GX24q)	LIGHT EFFICIENT DESIGN	LED-7320-40K-G3	Lighting	3ZSX73	EA	1	21.13	0.22	12.13						
797	900	Marking Paint,20 oz,Fluorescent Green	RUST-OLEUM	266700	Paint, Equipment and Supplies	21CJ75	EA	1	11.01	0.12	3.85	38EL45	EA	1	11.58	0.12	3.76
798	900	Cut-Resistant Gloves,XL/10,PR	ACTIVARMR	80-400	Safety	2RA89	PR	1	9.51	0.19	5.69	4B4T56	PR	1	3.71	0.19	2.29
799	900	Bungee Strap,Black,18" L	THE BETTER BUNGEE	BBS18GBK	Material Handling	46CA27	EA	1	8.14	0.15	4.33	4HXD7	EA	1	2.12	0.15	0.56
800	900	Plug-In Utility Pump, 1/6 HP, 115VAC	LITTLE GIANT	505502	Pumps	2P352	EA	1	141.2	0.07	60.64	19T430	EA	1	106.98	0.07	72.86
801	900	Linear FLUOR Bulb,T8,35-3/4" L,G13,3500K	CURRENT	F25T8/SP35/ECO	Lighting	6XV04	EA	1	7.29	0.22	2.82	6XV06	EA	1	7	0.22	2.7
802	900	VF,Coated Glove,Blk/Gr,10,20Kl48,PR	HYFLEX	11-840VP	Safety	62H290	PR	1	6.95	0.19	4.18	60WF89	PR	1	4.27	0.19	2.58
803	900	O-Ring,Sloan,PK24	SLOAN	H553A	Plumbing	2XU34	PK	24	56.93	0.2	24.35	5E546	EA	1	5.53	0.2	3.24
804	900	Disposable Gloves,Nitrile,M,PK50	MICROFLEX	SEC-375-M	Safety	3RRK5	PK	50	20.98	0.19	12.47	3NFJ3	PK	50	19.47	0.19	12.18
805	900	Narrow Staples,HD,27/64x3/8,PK1000	STANLEY	TRA706T	Fasteners	1XHT6	PK	1000	3.27	0.32	2.13	1XHT7	PK	1000	3.72	0.32	2.4

806	900	Mop Pad,Blue,Microfiber	RUBBERMAID COMMERCIAL PRODUCTS	FGQ41000BL00	Cleaning	3CCW8	EA	1	25.54	0.22	8.38	1TTY7	EA	1	6.42	0.22	1.71
807	900	Utility Container,32 gal.,Gray	RUBBERMAID COMMERCIAL PRODUCTS	FG263200GRAY	Cleaning	352U66	EA	1	73.34	0.22	30.7	3TB47	EA	1	67.13	0.22	28.1
808	900	Long Handled Dust Pan with Wheels,Black	RUBBERMAID COMMERCIAL PRODUCTS	FG253104BLA	Cleaning	4YJ48	EA	1	44.74	0.22	14.09	5W640	EA	1	27.97	0.22	14.87
809	900	Coated Gloves,Blue/Gray,M,PR	SHOWA	300M-08	Safety	4JF57	PR	1	4.78	0.19	1.99	48URS3	PR	1	3.48	0.19	2.13
810	900	LED,14.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	14.5T8/COR/48-835/MF20/G 10/1	Lighting	60WT56	EA	1	13.81	0.22	4.7	796P11	EA	1	9.88	0.22	5.41
811	900	Hook-and-Loop Sanding Disc,5 in Dia	3M CUBITRON II	7100113110	Abrasives	448F44	EA	1	4.81	0.1	4.02						
812	800	Marking Paint,20 oz,Fluorescent Pink	RUST-OLEUM	264702	Paint, Equipment and Supplies	21CJ76	EA	1	11.01	0.12	3.85	21CJ77	EA	1	11.01	0.12	3.85
813	800	Plug-In CFL Bulb,3500K,18W,17,000 hr	CURRENT	F18DBX/835/ECO4P	Lighting	1PGX3	EA	1	12.56	0.22	6.08	56GK46	EA	1	2.99	0.22	2.8
814	800	Rocker Wall Plate,Stnd;Silver,1Gng,Brsh	HUBBELL	5526	Electrical	5C235	EA	1	4.21	0.23	1.18	55KT09	EA	1	0.74	0.23	0.31
815	800	Plug-In CFL Bulb,2700K,13W,10,000 hr	CURRENT	F13BX/827/ECO	Lighting	1PGU8	EA	1	4.92	0.22	2.1	1PGU6	EA	1	5.19	0.22	1.65
816	800	Coated Gloves,Nylon,XL,PR	MCR SAFETY	N96790XL	Safety	4DP597	PR	1	6.47	0.19	2.81	19K977	PR	1	5.05	0.19	1.66
817	800	Disposable Hood,Natural,Universal	DEROYAL	SPRAYSOCK	Safety	6LGK5	EA	1	1.12	0.19	0.67						
818	800	Safety Glasses,Gray	MCR SAFETY	BK112AF	Safety	3NTZ5	EA	1	3.41	0.19	2.22	4VCL1	EA	1	2.81	0.19	2.11
819	800	Neutral Floor Cleaner,Liquid,1 gal,Jug	DIVERSEY	903904	Cleaning	10F941	EA	1	24.11	0.22	9.63	444N67	EA	1	19.05	0.22	6.87
820	800	Thread Sealant Tape,1/2" W,Blue	BLUE MONSTER	70885	Adhesives, Sealants and Tape	216FM1	EA	1	6.73	0.1	5.63	21TF29	EA	1	3.23	0.1	1.78
821	800	Bandage,Beige,Plastic,PK16	FIRST AID ONLY	1-002	Safety	39N858	PK	16	1.65	0.19	1.04	39N859	PK	60	5.42	0.19	3.45
822	800	Wet Mop,Blue,Cotton/Synthetic	RUBBERMAID COMMERCIAL PRODUCTS	FGD21206BL00	Cleaning	9ACA9	EA	1	16.98	0.22	10.76	6DML3	EA	1	21.34	0.22	11.65
823	800	Push-In Connector,Orange,0.73",600V	WAGO	221-413	Electrical	79BHN3	EA	1	2.38	0.23	1.65	79BHA7	PK	100	78.77	0.23	65.48
824	800	Quartz MH Bulb,ED28,E39,13,600 lm,175W	CURRENT	MVR175/U	Lighting	4V550	EA	1	32.76	0.22	14.14	56GK73	EA	1	30.2	0.22	24.96
825	800	Bungee Strap,Black,35" L,EPDM Rubber	KEEPER	06235	Material Handling	5SJF79	EA	1	3.84	0.15	2.38	4HXD8	EA	1	3.14	0.15	1.29
826	800	Tpl Switch Wll Plt,Stnd;Silver,1Gng,Brsh	HUBBELL	5S1	Electrical	5Z994	EA	1	3.95	0.23	1.29	55KR94	EA	1	0.97	0.23	0.47
827	800	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W768	Material Handling	1W768	EA	1	1.4	0.15	1.02	1W862	EA	1	1.55	0.15	1.122
828	800	Plumbers Putty,14 oz,Tan	ANTI-SEIZE TECHNOLOGY	25201	Adhesives, Sealants and Tape	4UJ96	EA	1	3.07	0.1	1.94	49K215	EA	1	3.48	0.1	1.78
829	800	Smoke Alarm,9V,Alkaline,Ionization	KIDDE	I12060	Safety	5XTG7	EA	1	26.32	0.19	13.57	2FTL8	EA	1	25.08	0.19	11.12
830	800	Plug-In CFL Bulb,13W,900 lm,3500K	SYLVANIA	CF13DD/E/835/ECO	Lighting	56GK58	EA	1	5.63	0.22	3.71	1PGW4	EA	1	10.35	0.22	5.02
831	800	Muriatic Acid,1 gal Bottle, Solvent Base	SUNNYSIDE	710G1	Paint, Equipment and Supplies	44ZU25	EA	1	15.89	0.12	9.9	5KPY1	EA	1	14.75	0.12	10.09
832	800	Dry Erase Board Cleaner,22 oz	EXPO	1752229	Office Supplies	4AZJ6	EA	1	17.06	0.05	10.01	1JY14	EA	1	6.73	0.05	4.87
833	800	Elect Parts Clnr,Aero Spray Can,19oz,Liq	CRC	02180	Cleaning	4YPJ5	EA	1	19.35	0.22	7.26	4KK67	EA	1	23.01	0.22	9.6
834	800	Vehicle Inspection Form,2 Ply,W/Carbon	JJ KELLER	685	Fleet and Vehicle Maintenance	38D295	EA	1	5.43	0.08	3.53	52VP09	EA	1	4.98	0.08	3.883
835	800	Quartz MH Bulb,ED28,E39,20,800 lm,250W	CURRENT	MVR250/U	Lighting	2V712	EA	1	29.21	0.22	15.23	56GK73	EA	1	30.2	0.22	24.96
836	800	Tile and Grout Brush,2 1/2 in Brush L	SUPERIOR TILE CUTTER INC. AND TOOLS	ST171	Cleaning	35EN03	EA	1	3.83	0.22	2.35	6TNH5	EA	1	2.87	0.22	1.25
837	800	Safety Glasses,Smoke	RADIANS	RS1-20	Safety	6XKF4	EA	1	3.02	0.19	1.94	6XKD3	EA	1	1.88	0.19	1.18
838	800	Door Stop,Wall Mount,SS,Silver	ROCKWOOD	409 US32D	Hardware	457D36	EA	1	4.75	0.05	2.83	457D34	EA	1	4.78	0.05	2.86
839	800	Vacuum Bag For Backpack Vac,PK10	PROTEAM	107313	Cleaning	38EW27	PK	10	30.48	0.22	18.9						
840	800	Twist On Wire Connector,300 V,PK100	IDEAL	30-072	Electrical	6YH35	PK	100	14.65	0.23	4.95	5UYH6	PK	25	9.98	0.23	3.52
841	800	Toilet Seat,Elongated Bowl,Open Front	BEMIS	1955CT-047	Plumbing	2P889	EA	1	30.28	0.2	19.68	29TJ04	EA	1	20.6	0.2	12.55
842	800	Marking Paint,Nt Wgt 17 oz,High Vblty Yl	KRYLON INDUSTRIAL	A03821007	Paint, Equipment and Supplies	54TH52	EA	1	13.26	0.12	4.31	783AC9	EA	1	12.22	0.12	4.09
843	800	Microfiber Cloth,12" x 16",Assorted,PK3	CARRAND	40061	Cleaning	39R422	PK	3	10.8	0.22	7.27	400C55	PK	12	23.15	0.22	7.997
844	800	Safety Glasses,Clear,Uncoated	XENON	SG-14C	Safety	13DD87	EA	1	3.53	0.19	2.57	4EY97	EA	1	1.97	0.19	0.83
845	800	Utility Knife,6 in.,Black/Yelow	STANLEY	10-143P	Hand Tools	1UK26	EA	1	2.8	0.14	1.69	402L10	EA	1	1.41	0.14	1.07
846	800	ProPress Wrench,1" x 1"	VIEGA PROPRESS	77027	Plumbing	48RH54	EA	1	11.6	0.2	7.49						
847	800	Fixed Showerhead,Bulb,1.5 gpm	ZURN	Z7000-S9	Plumbing	6RKH2	EA	1	31.51	0.2	13.39	444K42	EA	1	9.11	0.2	7.21
848	800	Disposable Gloves,Nitrile,S,PK100	TOUCHNTUFF	92-675	Safety	1RL56	PK	100	22.48	0.19	10.71	48UM39	PK	100	13.94	0.19	9.98
849	800	Duct Tape,Silver,2 13/16inx60yd,10 mil	NASHUA	396	Adhesives, Sealants and Tape	15R454	EA	1	11.05	0.1	9.95	24K272	EA	1	14.48	0.1	11.31
850	800	MaxiFlex Seamless Knits,ATG,XL,PK12	PIP	34-844/XL	Safety	581R59	PK	12	101.91	0.19	50.57	48GH91	PR	1	6.54	0.19	2.29
851	800	Mop Pad,Blue,Microfiber	RUBBERMAID COMMERCIAL PRODUCTS	FGQ41600BL00	Cleaning	3CCX3	EA	1	38.68	0.22	19.99	1TTY6	EA	1	9.85	0.22	2.29
852	800	Wet Mop,White,Cotton	RUBBERMAID COMMERCIAL PRODUCTS	FGF11800WH00	Cleaning	5MY73	EA	1	16.11	0.22	6.52	16W207	EA	1	5.68	0.22	2.78
853	800	Jobber Drill,1/4",Cobalt	CHICAGO-LATROBE	46616	Machining	1GB81	EA	1	7.8	0.07	4.39	401J57	EA	1	4.06	0.07	2.43
854	800	Roller Cover,9"L,3/8"Nap,Polyester,PK2	PREMIER	9-TP	Paint, Equipment and Supplies	1UFL9	PK	2	4.91	0.12	1.93	1UFN2	EA	1	2.53	0.12	1.05
855	800	Paper Towel Roll,Continuous,Wt,89420,PK6	GEORGIA-PACIFIC	89420	Cleaning	3ZJD1	PK	6	167.18	0.22	77.38	61LD78	PK	6	97.53	0.22	46.32
856	800	Diaphragm Assembly	ACORN	2563-022-000	Plumbing	2EVY5	EA	1	11.08	0.2	6.08						
857	800	Carbide-Tipped Hollesaw,3/8" Hex,7/8"	MORSE	MHST614	Power Tools	797R19	EA	1	9.79	0.11	7.84	29VU02	EA	1	3.15	0.11	2.63
858	800	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	BD-1002-NPF-M	Safety	35T201	PK	100	16.58	0.19	12.22	56JT48	PK	100	14.16	0.19	5.51
859	800	Brake Parts Cleaner,20 oz. Size	CRC	05151	Fleet and Vehicle Maintenance	19MX51	EA	1	10.06	0.08	5.94	4DKZ6	EA	1	10.53	0.08	2.93
860	800	Dry Wipe,9-1/4"x16-1/2",Wt,29050/03,PK5	GEORGIA-PACIFIC	29050/03	Cleaning	6YE63	PK	5	106.01	0.22	56.69	797LT9	EA	1	73.89	0.22	33.86
861	800	Slotted Screwdriver, 3/8 in	STANLEY	66-168-A	Hand Tools	53JT06	EA	1	11.52	0.14	6.84	401L90	EA	1	10.08	0.14	7.02
862	800	All Purpose Cleaner,144 oz,Bottle,PK3	PINE-SOL	35419	Cleaning	22D032	PK	3	87.53	0.22	34.35	36XX37	EA	1	28.83	0.22	5.75
863	800	Double Hasp,Steel,7 3/4"	MASTER LOCK	7220PFHCWWG	Hardware	78UV1	EA	1	15.42	0.05	13.18						
864	800	Hybrid Sealant,Clear,SB-190	SUREBOND	SB-190	Adhesives, Sealants and Tape	3RCY6	EA	1	18.28	0.1	6.97	4AZF7	EA	1	13.04	0.1	5.86
865	800	Angle,Decking Support,Gray,Metal	TENNSCO	BPS-36	Material Handling	3ZZT92	EA	1	9.76	0.15	5.21						
866	800	Hand Sanitizer Wipes,Soft Pack,8" x 8"	FIRST VOICE	MSC095105	Cleaning	4EJX3	EA	1	4.09	0.22	2.8	1PKR5	EA	1	12.97	0.22	8.09
867	800	Hard Hat,Type 1, Class E,Ratchet,White	BULLARD	33WHR	Safety	8NJ7	EA	1	38.02	0.19	19.23	52LD06	EA	1	26.13	0.19	4.88
868	800	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N484	Safety	4GXN1	PK	100	28.74	0.19	18.41	3CVT1	PK	100	17.77	0.19	10.53
869	800	Toilet Paper Roll,550,Wt,18280/01,PK80	GEORGIA-PACIFIC	18280/01	Cleaning	2TRN8	PK	80	137.55	0.22	66.5	38C405	PK	48	79.37	0.22	33.27
870	800	Rubber Boot,Men's,10,Knee,Black,PR	HONEYWELL SERVUS	18821/10	Safety	3JZR3	PR	1	31.76	0.19	17.54	61UW10	PR	1	23.29	0.19	13.57
871	800	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-575	Safety	1RL62	PK	100	26.63	0.19	11.65	48UM41	PK	100	13.94	0.19	9.98
872	800	Spray Paint,Safety Blue,15 oz.	RUST-OLEUM	V2124838	Paint, Equipment and Supplies	5H896	EA	1	17.28	0.12	7.5	490T01	EA	1	18.53	0.12	7.9
873	800	Automotive Fuse,7-1/2A,Blade,ATC Series	BUSSMANN	ATC-7-1/2	Electrical	1B241	EA	1	1.71	0.23	0.74	2FCY8	PK	5	3.34	0.23	1.8
874	800	Surface Conditioning Disc,2 in Dia,TR	SCOTCH-BRITE	7000000752	Abrasives	4ZR35	EA	1	2.53	0.1	1.63	3HBS2	EA	1	1.18	0.1	0.77
875	800	Ear Plugs,Uncorded,Bell,33dB,PK200	HONEYWELL HOWARD LEIGHT	MAX-1	Safety	5FV14	PK	200	55.47	0.19	25.37	5FV17	PK	100	50.2	0.19	29.1
876	800	Chemical Resistant Glove,15 mil,Sz 11,PR	ALPHATEC	37-155	Safety	5AW52	PR	1	3.68	0.19	2.02	29UP92	PR	1	2.77	0.19	1.52
877	800	All Purpose Cleaner,32 oz,PK12	LYSOL	REC 75352	Cleaning	22C503	PK	12	126.14	0.22	52.82	800WM4	PK	6	52.89	0.22	21.26
878	800	Linear LED Bulb,T8,48" L,G13,3500K	CURRENT	LED18ET8/G/4/835	Lighting	48PX95	EA	1	20	0.22	11.02	48PY01	EA	1	18.29	0.22	8.87
879	800	Linear Fluorescent Bulb,54W,3500K	SYLVANIA	FP54/835/HO/ECO	Lighting	56GK55	EA	1	4.25	0.22	3.04	5AE34	EA	1	11.55	0.22	5.24
880	800	Coupling,Trade Size 3/4in	CANTEX	6141624	Electrical	4FXY4	EA	1	0.76	0.23	0.38						
881	800	Snap Hook Loop,2 13/16 in L,Steel	ACCUFORM	HTL175	Safety	49AW69	EA	1	0.41	0.19	0.23	20TJ44	PK	100	34.22	0.19	25.82
882	800	Metal Polish,19.25 oz,Jar,10.5 pH	BLUE MAGIC	500-06	Cleaning	1MPU7	EA	1	19.45	0.22	12.33	3YB69	EA	1	7.44	0.22	5.8
883	800	Connector,Zinc,Overall L 1 11/32in	RACO	2802	Electrical	52NE11	EA	1	2.08	0.23	0.84						
884	800	Grease,Ext Pres High Temp,14.1 oz,Red	VALVOLINE	VV61510	Fleet and Vehicle Maintenance	4NPL9	EA	1	10.24	0.08	5.87	4NPL8	EA	1	9.37	0.08	6.23
885	800	Gasket,Zurn	ZURN	P6000-H27	Plumbing	21TE66	EA	1	0.89	0.2	0.48						
886	800	Disinfectant Cleaner,Pine,144 oz,PK3	PINE-SOL	35418	Cleaning	22D027	PK	3	86.21	0.22	39.96	49NW11	EA	1	20.8	0.22	7.36
887	800	Inverted Marking Paint,20oz,Safety Green	INDUSTRIAL CHOICE	1834838	Paint, Equipment and Supplies	56LA80	EA	1	11.75	0.12	4.09	783AE3	EA	1	12.22	0.12	4.09
888	800	120 W,White,Miniature Bi-Pin (G5)	LEVITON	13654-TWP	Lighting	799L44	EA	1	9.68	0.22	7.19						
889	800	Wide Staples,29/64x1/4 In,PK1000	STANLEY	TRA204T	Fasteners	1XHR8	PK	1000	2.31	0.32	1.52	1XHR9	PK	1000	2.53	0.32	1.52
890	800	Multi-Bit Screwdriver, NumBits 7	MEGAPRO	151TP-B	Hand Tools	5PA34	EA	1	42.22	0.14	22.83	35HV09	EA	1	5.06	0.14	2.99
891	800	Sting Relief Pads,PK10	FIRST AID ONLY	19-002	Safety	39W932	PK	10	2.77	0.19	1.73	39W933	PK	100	21.83	0.19	15.26
892	800	Metal Cleaner and Polish,17 oz	WEIMAN	49	Cleaning	53YZ87	EA	1	12.49	0.22	6.66	53YZ89	EA	1	12.36	0.22	5.92
893	800	Red Grease,Cartridge,14 oz,NLGI Grade 2	STA LUBE	SL3190	Fleet and Vehicle Maintenance	5EVZ0	EA	1	18.91	0.08	7.62	1YHN2	EA	1	11.65	0.08	4.71
894	800	Twist On Wire Connector,600 V,PK100	IDEAL	30-073	Electrical	6YH36	PK	100	18.23	0.23	5.74	5UYJ4	PK	100	14.59	0.23	2.6
895	800	Box Fan,3 Speeds,20" Blade dia.	AIR KING	9723	HVAC and Refrigeration	4CH71	EA	1	69.76	0.17	35.04	4CH68	EA	1	97.66	0.17	38.08
896	800	Straight Blade Plug,Blk,15 A,Std,5-15P	HUBBELL	515P	Electrical	49YK49	EA	1	8.62	0.23	2.59	49YY31	EA	1	6.95	0.23	2.7
897	800	Waterless Urinal Sealant,Universal Fit	WATERLESS NO-FLUSH URINAL	1114	Plumbing	2VRW1	EA	1	34.95	0.2	25.16	49XY14	EA	1	21.46	0.2	18.04
898	800	Polymer Caulking Compound,Gray	IDEAL	31-601G	Adhesives, Sealants and Tape	2SC077	EA	1	8.26	0.1	6.58						
899	800	Line Marking Paint,20 oz,Alert Orange	RUST-OLEUM	203035	Paint, Equipment and Supplies	6KP37	EA	1	11.32	0.12	4.09	783AC6	EA	1	10.78	0.12	3.82
900	800	Connector,Steel,Trade Size 3/8in	THOMAS & BETTS	3110-TB	Electrical	2RET1	EA	1	4.19	0.23	2.42	4JC41	EA	1	3.37	0.23	1.13
901	800	RV/Marine Antifreeze,1 gal.,RTU	SPLASH	619527-G3S	Fleet and Vehicle Maintenance	49GU89	EA	1	6.72	0.08	3.18	2EXW9	EA	1	12.05	0.08	5.45
902	800	Conduit Fitting,Iron,Steel,Trd Sz 1/2in	RACO	3402	Electrical	6X770	EA	1	4.84	0.23	2.13	3LL05	EA	1	6.26	0.23	1.25
903	800	Linear FLUOR Bulb,T5,21-5/8" L,G5,3500K	CURRENT	F14WT5/835/ECO	Lighting	5AE13	EA	1	13.78	0.22	8.96	56GK50	EA	1	4.25	0.22	3.31
904	800	CutOff Wheel,Blue Fire,3"x1/16"x3/8"	NORTON	66252843175	Abrasives	33N533	EA	1	5.07	0.1	2.34	447P97	EA	1	1.82	0.1	0.77
905	800	Dry Wipe,9-3/4" x 16-1/2",White	WYPALL	05790	Cleaning	2VJC7	EA	1	22.88	0.22	11.13	29JL44	EA	1	23.31	0.22	10.7
906	800	Contact Clnr,Aero Spray Can,13 oz,2000	CRC	03150	Cleaning	12W317	EA	1	56.51	0.22	18.32	3FB96	EA	1	47.49	0.22	17.85
907	800	Linear LED Bulb,T5,45-3/4" L,G5,4000K	PHILIPS	24TSHO/46-840/IF35/P/DIM 10/1	Lighting	53UG89	EA	1	21.23	0.22	11.53						
908	800	Alcohol Pads,Antiseptics,PK200	FIRST AID ONLY	H305-200	Safety	36LF71	PK	200	11.41	0.19	3.89	36LF43	PK	100	6.78	0.19	3.78
909	800	Linear FLUOR Bulb,T5,45-1/4" L,G5,3000K	CURRENT	F28WT5/830/ECO	Lighting	5AE18	EA	1	12.45	0.22	6.51	56GK80	EA	1	4.25	0.22	3.04
910	800	1/4" SAE Cap,Brass,700 psi	MUELLER	A 16447	HVAC and Refrigeration	38N867	EA	1	1.43	0.17	0.62	38N868	EA	1	1.11	0.17	0.47
911	800	Pet Waste Bag,8 oz.,PK20	DOGIPOT	1402HP-CASE	Cleaning	36MX75	PK	20	133.56	0.22	74.16	32TL85	PK	12	107.8	0.22	27.75
912	800	Fluorescent,28 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV841/EW/ALTO 28W 30PK	Lighting	492X65	EA	1	9.26	0.22	2.99	2ETU3	EA	1	6.85	0.22	2.44
913	800	Plug-In CFL Bulb,18W,1150 lm,3500K	SYLVANIA	CF18DD/835/ECO	Lighting	56GK12	EA	1	5.26	0.22	3.31	1PGW8	EA	1	11.66	0.22	3.641
914	800	Coated Gloves,Blue/Gray,2XL,PR	SHOWA	300XXL-11	Safety	23PG79	PR	1	4.78	0.19	1.99	48URS6	PR	1	3.48	0.19	1.47
915	800	Flush Valve Seal,Mansfield	KORKY	427BP	Plumbing	4BH475	EA	1	2.47	0.2	1.07						
916	800	Cut-Resistant Gloves,XL/10,PR	HYFLEX	11-939	Safety	54EL03	PR	1	25.42	0.19	11.63	491M20	PR	1	9.44	0.19	4.24
917	800	Sunscreen,Spray Bottle	SUNX	18-304	Safety	31UJ83	EA	1	13.01	0.19	5.7	1PBT3	EA	1	12.24	0.19	4.72
918	800	Safety Glasses,Smoke	KLEENGUARD	25714	Safety	2UYG3	EA	1	10.81	0.19	3.95	1FYX8	EA	1	2.93	0.19	0.59
919	800	Linear LED Bulb,T5,45-3/4" L,G5,5000K	PHILIPS	24TSHO/46-850/IF35/P/DIM 10/1	Lighting	53UG90	EA	1	27.44	0.22	15.36	436L60	EA	1	27.26	0.22	16.83
920	800	Paper Towel Sheets,White,250,24590,PK16	GEORGIA-PACIFIC	24590	Cleaning	2UJ28	PK	16	88.83	0.22	40.25	38C404	PK	16	72.66	0.22	28.83
921	800	Toilet Seat,Elongated Bowl,Open Front	CENTOCO	GRS50STSCC-001	Plumbing	29TJ04	EA	1	20.6	0.2	12.55	6DEX42	EA	1	22.62	0.2	15.37

922	800	Recycled Trash Bag,44 gal.,Black,PK100	MINT-X	MX4046XHB	Cleaning	14X378	PK	100	66.97	0.22	27.99	14X386	PK	100	52.99	0.22	30.789
923	800	CutOff Wheel,A60T,6"x.045"x7/8",10200rpm	DEWALT	DW8725	Abrasives	3CB32	EA	1	3.79	0.1	1.98	2STY48	EA	1	3.33	0.1	2.18
924	800	Bypass Lopper,1-1/2 in,Forged Steel	CORONA	WL 3351	Outdoor Equipment	21EJ14	EA	1	49.15	0.12	28.49	2ZB47	EA	1	56.95	0.12	17.21
925	800	Belt,Drive	SANITAIRE	30563B	Cleaning	23YU38	EA	1	3.23	0.22	1.64	36RE91	EA	1	2.54	0.22	1.804
926	800	CFL,36.3 W,PL-L,4-Pin (2G11)	PHILIPS	PL-L 40W/841/4P/RS/IS	Lighting	492Y99	EA	1	10.46	0.22	5.12	4VC27	EA	1	20.89	0.22	7.64
927	800	Surface-Conditioning Disc,2 in Dia,TR	ARC ABRASIVES	59342	Abrasives	3H853	EA	1	1.18	0.1	0.77	435213	EA	1	1.59	0.1	1.13
928	800	Hand Soap,CLR,1,250 mL,,PK3	GOJO	8811-03	Cleaning	1ZZ364	PK	3	97.85	0.22	40.54	3FPN6	PK	2	91.45	0.22	37.38
929	800	Spray Paint,Dark Machine Gray,15 oz.	RUST-OLEUM	V2187838	Paint, Equipment and Supplies	5H905	EA	1	15.38	0.12	5.94	801GG6	EA	1	13.18	0.12	7.05
930	700	Fire Extinguisher,Steel,Red,ABC	AMEREX	B417T	Safety	3YWN1	EA	1	60.07	0.19	37.04	479W96	EA	1	41.36	0.19	22.22
931	700	Transport Hood,White/Black,Universal	CORTECH	8320	Security	13G493	EA	1	14.85	0.15	9.35	30LR89	PK	100	179.12	0.15	99.97
932	700	Keyed Padlock, 3/8 in,Rectangle,Gold	MASTER LOCK	4140KA	Security	4YH24	EA	1	8.59	0.15	4.8	1XRT7	EA	1	7.39	0.15	2.94
933	700	Depressed Ctr Wheel,T27,4.5x0.045x7/8,AO	NORTON	66252842026	Abrasives	6PVJ0	EA	1	4.6	0.1	2.13	2STY50	EA	1	2.84	0.1	2.25
934	700	Fuse,Class RK5,30A,FRN-R Series	BUSSMANN	FRN-R-30	Electrical	1A698	EA	1	12.46	0.23	4.52	486K91	EA	1	7.53	0.23	2.79
935	700	Diaphragm Assembly,Manual,Toilets, 1.6GPF	ZURN	P6000-ECR-WS1	Plumbing	4HCV7	EA	1	25.84	0.2	9.9						
936	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Green	3M	10851	Adhesives, Sealants and Tape	2A231	EA	1	13.42	0.1	7.15	19N749	EA	1	1.8	0.1	0.78
937	700	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	16035	Adhesives, Sealants and Tape	4X543	EA	1	4.14	0.1	1.71	21TF20	EA	1	1.23	0.1	0.55
938	700	Persnl Emrgncy Hygiene Kit,1 People Srvd	READY AMERICA	71502	Safety	44ZK90	EA	1	18.45	0.19	11.08						
939	700	Water/Oil Resis mechanic style Glove,PR1	IRONCLAD	EXO-MWR-05-XL	Safety	45VK55	PR	1	15.04	0.19	5.46	488C17	PR	1	13.75	0.19	6.71
940	700	Paper Towel Sheets,White,220,20B87,PK10	GEORGIA-PACIFIC	20887	Cleaning	4TH60	PK	10	120.39	0.22	52.99	4NGV6	PK	10	80.09	0.22	36.65
941	700	Scratch Brush,3 19/32 in Brush L	HYDE	46605	Cleaning	38HT07	EA	1	1.96	0.22	1.27	400A01	EA	1	1.11	0.22	0.87
942	700	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/VEA841/XEW ALTO 25W	Lighting	492X73	EA	1	7.8	0.22	2.47						
943	700	Disinfectant,Clean and Fresh,19 oz,PK12	MISTY	1001907	Cleaning	22C657	PK	12	147.31	0.22	56.7	24Y904	EA	1	7.87	0.22	5.49
944	700	CFL,13 W,T4,4-Pin (2GX7)	SYLVANIA	20318	Lighting	60UA31	EA	1	5.26	0.22	3.24						
945	700	Seal Kit,Coyne,,Delaney	KISSLER	F-141-KC	Plumbing	14U339	EA	1	12.58	0.2	7.09						
946	700	Coated Gloves,Nylon,M,PR	MCR SAFETY	N96790M	Safety	40P595	PR	1	6.47	0.19	2.81	19K976	PR	1	5.05	0.19	1.73
947	700	Personal Eye Wash Bottle,16 oz.	PHYSICIANSCARE	24-101	Safety	36N057	EA	1	12.22	0.19	6.33	36N056	EA	1	8.18	0.19	4.09
948	700	Beam C-Clamp,C-Clamp,0.81"W,Cast Iron	NVENT CADDY	BC260025EG	Electrical	1XJR3	EA	1	3.16	0.23	1.25						
949	700	Conduit Adapter,PVC,Trade Size 1in	CANTEX	5140045	Electrical	4FYA5	EA	1	1.79	0.23	1.02						
950	700	Folding Utility Knife,6-7/8" L	MILWAUKEE	48-22-1502	Hand Tools	5SZY64	EA	1	23.65	0.14	18.4	5SZY62	EA	1	14.31	0.14	11.08
951	700	Single Sided Sign Mounting Brackets,PR	TAPCO	037-00005	Safety	9FPR4	PR	1	14.65	0.19	9.33						
952	700	Duct Tape,Gray,2 in x 60 yd,7.4 mil	3M	2979	Adhesives, Sealants and Tape	45FD23	EA	1	19.02	0.1	6.61	45FD22	EA	1	15.81	0.1	7.6
953	700	11 oz.,Aerosol,Dry Lubricant	WD-40 SPECIALIST	300012	Lubrication	19L521	EA	1	12.31	0.1	5.82	16W547	EA	1	9.99	0.1	4.09
954	700	Mixing Tee Adapter,Acorn	ACORN	2570-042-000	Plumbing	2EWC6	EA	1	10.51	0.2	6.48						
955	700	Pallet Rack Decking,36in x 46 in	HUSKY RACK & WIRE	3646A3-G	Material Handling	2JGK2	EA	1	51.4	0.15	28.92	4AYP7	EA	1	56.59	0.15	27.7
956	700	Disposable Gloves,Nitrile,L,PK50	MICROFLEX	N893	Safety	3NF12	PK	50	19.47	0.19	13.16	11Y14	EA	1	6.73	0.05	4.87
957	700	Dissolvetech MF Towel,9.5in,250ct.,PK16	SOFIDEL	410339	Cleaning	42MM69	PK	16	72.33	0.22	34.8	60FG16	PK	16	70.19	0.22	33.03
958	700	Toilet Bowl Cleaner,24 oz,Bottle,PK12	CLOROX	00031	Cleaning	1AU29	PK	12	74.49	0.22	34.39	2LEF7	EA	1	5.76	0.22	2.26
959	700	Hex Drive Socket Adapter,Square,3/8 in	MILWAUKEE	48-32-5031	Hand Tools	5ECA9	EA	1	5.67	0.14	3.69	4PRE4	EA	1	3.42	0.14	2.15
960	700	27.9 W,T5,Miniature Bi-Pin (G5)	PHILIPS	28W/835 Min Bipin T5 HE ALTO UNP/40	Lighting	492X92	EA	1	14.86	0.22	4.58	5AE19	EA	1	14.01	0.22	6.2
961	700	EndClmp,TRV,Plastic,ScrewMount	SCHNEIDER ELECTRIC	NSYTRAABV35	Electrical	23NY28	EA	1	4.17	0.23	2						
962	700	Hang and Stack Bin,,Blue,Plastic,3 in	AKRO-MILS	30220BLUE	Material Handling	2W777	EA	1	3.86	0.15	1.42	8CAS8	EA	1	2.82	0.15	1.08
963	700	U-Bend FLUOR Bulb,T8,G13,4100K,31W	CURRENT	F31T8/SPX41/U/ECO	Lighting	2ETT9	EA	1	22.8	0.22	12.96	5GGK78	EA	1	17.55	0.22	9.55
964	700	Universal Absorbent,50 lb.,Bag	EP MINERALS	7951	Safety	6RKH8	EA	1	15.31	0.19	10	6RKJ5	EA	1	14.8	0.19	9.12
965	700	Battery,Lithium,Size CR2,3VDC	DURACELL	DLCR2BPK	Electronics, Appliances, and Batteries	1FYE9	EA	1	12.82	0.19	5.38	4SEK20	EA	1	9.74	0.19	2.06
966	700	Chemical Resistant Glove,15 mil,Sz 10,PR	ALPHATEC	37-175	Safety	4T425	PR	1	3.51	0.19	1.69	6JF99	PR	1	2.97	0.19	2.36
967	700	Safety Glasses,Espresso	HONEYWELL UVEX	S3201	Safety	3WLV7	EA	1	22.06	0.19	8.71	6XF72	EA	1	18.2	0.19	7.46
968	700	Disposable Gloves,Orange,8" L,2XL,PK100	MECHANIX WEAR	D01-09-012-100	Safety	794CG0	PK	100	55.2	0.19	37.31	793FX1	PK	48	28.74	0.19	22.67
969	700	13 wt oz.,Aerosol,Penetrant	CRC	03020	Lubrication	3EED4	EA	1	18.6	0.1	8.52	2F145	EA	1	13.08	0.1	6.26
970	700	MaxiFlex Seamless Knits,ATG,L,PK12	PIP	34-844/L	Safety	5B1RS8	PK	12	101.91	0.19	44.25	4BGH90	PR	1	6.54	0.19	2
971	700	Grab Bar,SS,Satin,36 in L	WINGITS	WGB6SS36	Plumbing	6RGG7	EA	1	39.81	0.2	29.01	6RGJ6	EA	1	35.88	0.2	25.28
972	700	Lubricant,6 oz.,Aerosol	TRI-FLOW	TF200050	Lubrication	3JDL3	EA	1	20.37	0.1	7.96	449V92	PK	12	162.25	0.1	80.17
973	700	Cable Hanger,Overall L 1in	RACO	2052TH	Electrical	55VF19	EA	1	1.02	0.23	0.64	2WJP4	EA	1	1.39	0.23	0.704
974	700	Bib Apron,Universal,Blue,Vinyl	ALPHATEC	56-015	Safety	5EMD1	EA	1	3.24	0.19	1.41	5EMD0	EA	1	2.93	0.19	1.33
975	700	Disposable Gloves,M,Violet Blue,PK100	MICROFLEX	SU-690	Safety	794H55	PK	100	23.98	0.19	16.67	2XLZ7	PK	100	19.89	0.19	12.62
976	700	Windshield Washer,11 oz. Size,Can	PRESTONE	AS242	Fleet and Vehicle Maintenance	49XW69	EA	1	7.43	0.08	3.05	54YG19	EA	1	7.14	0.08	5.18
977	700	Plug-In CFL Bulb,26W,1710 lm,4100K	SYLVANIA	CF26DD/841/ECO	Lighting	56GK59	EA	1	4.77	0.22	3.72	1PGY3	EA	1	10.34	0.22	5
978	700	Paint Roller Cover,4"L,3/8"Nap,Polyester	PREMIER	PR80C4	Paint, Equipment and Supplies	5CVP3	EA	1	1.98	0.12	1	415M68	EA	1	1.19	0.12	0.64
979	700	Tub and Shower Cartridge,Delta,Plastic	KISSLER	46-9804	Plumbing	2FGU1	EA	1	34.94	0.2	23.66	22HN2	EA	1	31.64	0.2	14.64
980	700	Multipurpose Grease,Cartridge,13oz	MOBIL	122112	Lubrication	4ZF49	EA	1	22.24	0.1	8.21	5ZN11	EA	1	20.95	0.1	9.11
981	700	Jumper Lead Kit	GENERAL	CT800	Test Instruments	5CFK1	EA	1	12.2	0.07	7.93	4XKX2	EA	1	90.94	0.07	79.71
982	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Yellow	3M	10844	Adhesives, Sealants and Tape	2A232	EA	1	13.42	0.1	7.15	19N741	EA	1	8.63	0.1	2.51
983	700	Drain Assembly,1 1/4 in Dia,Brass	KISSLER	08-1005	Plumbing	31XJ03	EA	1	20.87	0.2	14.34	36H792	EA	1	18.24	0.2	12.71
984	700	Filter Cartridge,0.5 micron,6" H,PK2	DUPONT	WFPEC502H	Furniture, Hospitality and Food Service	2SCA61	PK	2	21.92	0.05	6.44						
985	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Black	SHURTAPE	EV 057	Adhesives, Sealants and Tape	49XZ33	EA	1	2.05	0.1	1.33	19N747	PK	10	15.07	0.1	11.97
986	700	Spray Paint,OSHA Safety Blue,12 oz.	RUST-OLEUM	1624830	Paint, Equipment and Supplies	6KN87	EA	1	11.55	0.12	5.85	5H896	EA	1	17.28	0.12	7.5
987	700	Through Type Insert,1/4 in	PARKER	63NTA-4	Plumbing	11K646	EA	1	0.68	0.2	0.27						
988	700	Lantern Battery,Alkaline,6VDC,Spring	DURACELL	MN908	Electronics, Appliances, and Batteries	5LE26	EA	1	20.92	0.19	7.72	22M709	EA	1	20.98	0.19	9.4
989	700	Plug-In CFL Bulb,3500K,42W,17,000 hr	CURRENT	F42TBX/835/A/ECO	Lighting	1PHA8	EA	1	17.81	0.22	6.91	56GK64	EA	1	6.71	0.22	5.23
990	700	Coated Gloves,Black,Blue,M	SHOWA	380M-07	Safety	2AFD4	PR	1	6.71	0.19	3.34	1PE89	PR	1	5.32	0.19	1.51
991	700	Quick Link,1/4in,880 lb Work Load Limit	PEERLESS	PEE-8056235	Material Handling	38XH96	EA	1	1.59	0.15	0.99	1RCD1	EA	1	1.15	0.15	0.5
992	700	Elec Tape,66 ft Lx3/4 in W,7 mil,Blue	3M	10836	Adhesives, Sealants and Tape	2A230	EA	1	13.42	0.1	7.15	53XM08	EA	1	2.05	0.1	0.83
993	700	Safety Glasses,Clear,Uncoated	MCR SAFETY	26G909	Safety	26G909	EA	1	2.4	0.19	1.47	4EY97	EA	1	1.97	0.19	0.83
994	700	Clamp Ring,Copper,3/4" Tube,1/2" Pipe	ZURN PEX	QCR3X	Plumbing	10A573	EA	1	0.56	0.2	0.36						
995	700	Paint Roller Frame,9" Roll L,15" L	WOOSTER	R017-9	Paint, Equipment and Supplies	3UW50	EA	1	15.75	0.12	5.65	29UT70	EA	1	4.68	0.12	2.93
996	700	Depressed Ctr Wheel,T27,4.5x0.045x7/8,AO	DEWALT	DW8424	Abrasives	6HD81	EA	1	3.19	0.1	1.31	120W84	EA	1	2.64	0.1	1.4
997	700	Pleated Air Filter	PURAFILTER	24244MV13	HVAC and Refrigeration	60YP40	EA	1	31.67	0.4	19	60RDB9	EA	1	29.91	0.4	14.56
998	700	Windshield Washer,17 oz. Size,Can	PRESTONE	AS244	Fleet and Vehicle Maintenance	49XW71	EA	1	8.18	0.08	3.28	49XW69	EA	1	7.43	0.08	3.05
999	700	Digital Pocket Thermometer,2-3/4 in. L	COOPER ATKINS	DPP400W	Test Instruments	5WX81	EA	1	37.23	0.07	19.01	23NU32	EA	1	25.04	0.07	6.67
1000	700	Linear LED Bulb,T8,36"L,2-Pin(G13),4000K	CURRENT	LED12BDT8/G3/840	Lighting	55GT97	EA	1	15.92	0.22	11.18	494P25	EA	1	18.34	0.22	12.02
1001	700	Paper Towel Roll,1150 ft.,White,PK6	KIMBERLY-CLARK PROFESSIONAL	25702	Cleaning	42EP38	PK	6	210.19	0.22	94.83	42EP51	PK	6	143.15	0.22	69.44
1002	700	Trigger Spray Bottle,32oz,12 1/2"H,Clear	IMPACT	5032WG/5906DZ-91	Cleaning	39FD11	EA	1	6.64	0.22	1.59	39FD10	EA	1	5.94	0.22	2.14
1003	700	Connector,Zinc,Trade Size 3/8in	RACO	2691	Electrical	43GX36	EA	1	2.17	0.23	1.27						
1004	700	Trenching Shovel,48" Handle L,5" Blade W	RAZOR-BACK	47025	Outdoor Equipment	454G92	EA	1	58	0.12	28.38	12U497	EA	1	42.36	0.12	24.96
1005	700	Ratchet FaceshieldAssembly,Clear,Poly	SELLSTROM	S39110	Safety	3NLZ1	EA	1	44.33	0.19	18.3	3NMD2	EA	1	28.46	0.19	14.52
1006	700	Multipurpose Grease,Cartridge,14oz	LPS	70614	Lubrication	4UJ42	EA	1	21.05	0.1	12.81	16W547	EA	1	9.99	0.1	4.09
1007	700	7.5 wt oz.,Aerosol,Lubricant	CRC	05074	Lubrication	1VMX42	EA	1	9.16	0.1	5.31	1AJD73	EA	1	6.21	0.1	4.33
1008	700	EmergencyBlanket,Silver,84inLx54inW,PK25	FIRST VOICE	MYLAR1-25	Safety	352C63	PK	25	45.59	0.19	29.63	36PV20	PK	120	174.48	0.19	93.6
1009	700	Plug-In CFL Bulb,3500K,13W,17,000 hr	CURRENT	F13DBX/835/ECO4P	Lighting	1PGW4	EA	1	10.35	0.22	5.02	56GK58	EA	1	5.63	0.22	3.71
1010	700	Automotive Fuse,3A,Blade,ATC Series	BUSSMANN	ATC-3	Electrical	1B237	EA	1	1.89	0.23	0.66	2FCY5	PK	5	3.34	0.23	1.66
1011	700	Smoke Alarm,3V,Alkaline,Photoelectric	KIDDE	P3010L	Safety	20JK08	EA	1	55.31	0.19	27.86	1YNW9	EA	1	43.78	0.19	18.51
1012	700	Fluorescent,75 W,T12,Single Pin (Fa8)	PHILIPS	F96T12/CW Supreme/ALTO 15PK	Lighting	492Y02	EA	1	13.24	0.22	9.35						
1013	700	Marking Paint,20oz,HighVisibility Yellow	RUST-OLEUM	203034	Paint, Equipment and Supplies	6KP36	EA	1	11.32	0.12	4.09	6KN99	EA	1	7.06	0.12	2.88
1014	700	Beam,48" W,3" H,2 1/2" D,Orange	HUSKY RACK & WIRE	IBX30048	Material Handling	21E914	EA	1	58.07	0.15	28.93						
1015	700	Hand Soap,CLR,1,200 mL,,PK2	GOJO	1911-02	Cleaning	15E819	PK	2	98.29	0.22	44.68	3FPN6	PK	2	91.45	0.22	37.38
1016	700	Epoxy Adhesive,Syringe,1:1 Mix Ratio	DEVCON	14250	Adhesives, Sealants and Tape	5A462	EA	1	16.39	0.1	6.25	1FBG6	EA	1	7.34	0.1	3.4
1017	700	Filter Cartridge,20 micron,9 3/4" H	PENTAIR/PENTEK	255491-75	Plumbing	4PCC3	EA	1	19.58	0.2	14.1	29AH51	EA	1	22.77	0.2	14.21
1018	700	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED14ET8/G4/850CT	Lighting	55GT93	EA	1	15.65	0.22	10.99	55GY69	EA	1	11.17	0.22	7.46
1019	700	Line Marking Paint,20oz,Fluorescent Pink	RUST-OLEUM	1661838V	Paint, Equipment and Supplies	783AE4	EA	1	12.22	0.12	4.09	54TH46	EA	1	13.26	0.12	4.31
1020	700	Linear LED Bulb,T8,48"L,2-Pin(G13),5000K	CURRENT	LED11ET8/G/4/850	Lighting	55GT89	EA	1	14.54	0.22	9.87	56LG04	EA	1	13.53	0.22	9.5
1021	700	Hang and Stack Bin,Yellow,Plastic,3 in	AKRO-MILS	30220YELLO	Material Handling	5W870	EA	1	3.86	0.15	1.42	8CAS9	EA	1	2.82	0.15	1.08
1022	700	Sign Mounting Hardware,Silver,SS,PK2	TAPCO	373-00693	Safety	3YVU9	PK	2	2.81	0.19	2						
1023	700	Toilet Paper Roll,Continuous,White,PK12	KIMBERLY-CLARK PROFESSIONAL	67805	Cleaning	42EN65	PK	12	131.69	0.22	58.63	1PHJ2	PK	8	85.94	0.22	39.5
1024	700	Exit Door Alarm,Horn,95 to 105dB	SAFETY TECHNOLOGY INTERNATIONAL	STI-6402	Security	3JYV9	EA	1	144.06	0.15	67.6	1DPE1	EA	1	124.81	0.15	66.29
1025	700	Tank to Bowl Kit,Universal Fit	KORKY	464BP	Plumbing	29VM27	EA	1	9	0.2	5.39	22UR83	EA	1	7.07	0.2	3.7
1026	700	Keyed Padlock, 5/8 in,Rectangle,Silver	MASTER LOCK	3	Security	1A376	EA	1	14.58	0.15	8.77	1XRT5	EA	1	8.93	0.15	5.22
1027	700	Connector,Thermoplastic,Overall L 5/8in	RACO	4714	Electrical	1RVZ1	EA	1	0.29	0.23	0.16						
1028	700	Conduit Fitting,Iron; Steel,Trd Sz 3/4in	RACO	3543	Electrical	3LL24	EA	1	12.42	0.23	6.67	6X774	EA	1	8.18	0.23	4.96
1029	700	Electronic Module,Sloan	SLOAN	EBV129A-C	Plumbing	2XU17	EA	1	301.83	0.2	136.08	2XU18	EA	1	292.83	0.2	136.08
1030	700	Trip Lever,Universal Fit	FLUIDMASTER	Pro 61	Plumbing	1APP6	EA	1	6.95	0.2	3.92	44K67	EA	1	2.93	0.2	1.09
1031	700	Mini Paint Roller Frame,4" Roll L,4wire	PREMIER	412-IMP	Paint, Equipment and Supplies	6LFH5	EA	1	3.72	0.12	2.36	6LFH0	EA	1	3.58	0.12	2.27
1032	700	CFL,13 W,T4,2-Pin (GX23)	SYLVANIA	21137	Lighting	60UA51	EA	1	5.27	0.22	3.53	1PGU5	EA	1	5.56	0.22	2.52
1033	700	Linear Fluorescent Bulb,32W,5000K	SYLVANIA	FO32/850/XP/ECO3/SL	Lighting	56GK63	EA	1	17.25	0.22	12.25	56GK45	EA	1	4.07	0.22	2.91
1034	700	Linear Fluorescent Bulb,32W,5000K	SYLVANIA	FO32850XPSECO3	Lighting	56GK47	EA	1	5.56	0.22	3.98	3YK11	EA	1	5.85	0.22	2.46
1035	700	Linear Fluorescent Bulb,28W,4100K	SYLVANIA	FO28/841XP/XL/SS/ECO3	Lighting	56GK38	EA	1	5.11	0.22	3.65	2EAE7	EA	1	30.74	0.22	10.4
1036	700	Coupling,Steel,Overall L 2 13/32in	RACO	2024	Electrical	52AU96	EA	1	2.17	0.23	0.93	52AU77	EA	1	1.79	0.23	1.023
1037	700	O-Ring,Zurn	ZURN	P6000-C31	Plumbing	4HCU6	EA	1	1.69	0.2	0.78						

1038	700	Diaphragm Assembly,Manual,Toilets,2.4GPF	SLOAN	A44A	Plumbing	3EPU7	EA	1	31.81	0.2	20.68	6UYN1	EA	1	40.25	0.2	35.37
1039	700	Disposable Gloves,Nitrile,XL,PK100	TOUCHNTUFF	92-575	Safety	1RL63	PK	100	26.63	0.19	11.65	43Y939	PR	1	7.27	0.19	3.89
1040	700	Kneeling Pad,Heavy Duty,22 Lx12 W,Black	NOTRAX	951S1222BL	Safety	2HNW1	EA	1	55.82	0.19	27.28	22EN49	EA	1	26.67	0.19	11.92
1041	700	Impct Skt Adpt St,Stel,Blk Oxd,1/4in,PK3	MILWAUKEE	48-32-5033	Hand Tools	19RK08	PK	3	34	0.14	14.36	2KLR5	EA	1	5.94	0.14	5.16
1042	700	Hands Free Light,Plastic,White,10lm	AMERICAN RED CROSS	ARCBB201W-SNG	Lighting	54GE24	EA	1	15.49	0.22	12.08	54GE22	EA	1	49.52	0.22	36.27
1043	700	Type I Safety Can,5 gal.,Red,13-1/2in H	EAGLE	UI5OS	Safety	2W313	EA	1	78.82	0.19	40.15	2W429	EA	1	72.76	0.19	39.58
1044	700	Folding Utility Knife,6-5/32" L	MILWAUKEE	48-22-1500	Hand Tools	5SZY62	EA	1	14.31	0.14	11.08	19T226	EA	1	17	0.14	12.22
1045	700	Coated Gloves,Blue/Gray,XL,PR	SHOWA	305XL-10	Safety	3RUF6	PR	1	5.95	0.19	3.27	3RUJ9	PR	1	5.35	0.19	2.86
1046	700	Chemical Resistant Glove,11 mil,Sz 10,PR	ALPHATEC	37-145	Safety	4T419	PR	1	2.98	0.19	1.34	160F67	PR	1	2.23	0.19	1.01
1047	700	Faucet Inserts,Plastic	NEOPERL	5504705	Plumbing	4XGL4	EA	1	0.84	0.2	0.55	4XGL6	EA	1	0.84	0.2	0.55
1048	700	Wire Stripper,18 to 10 AWG,7-1/8 In	KLEIN TOOLS	11055	Hand Tools	3P881	EA	1	30.75	0.14	17.52	5LL45	EA	1	16.19	0.14	8.97
1049	700	90 Elbow, Cast Iron, 2", FNPT, Class 125	ANVIL	0300001609	Plumbing	4KUK3	EA	1	26.4	0.2	11.52	5P441	EA	1	23.86	0.2	4
1050	700	Marking Paint,20oz,HighVisibility Yellow	RUST-OLEUM	264695	Paint, Equipment and Supplies	21CJ72	EA	1	11.01	0.12	3.85	21CJ73	EA	1	11.01	0.12	3.85
1051	700	Glove,Light Weight,Blue,Seamless,XL,PR	PIP	34-274/XL	Safety	39SM60	PR	1	9.58	0.19	6.07	54WJ49	PR	1	7.93	0.19	5.49
1052	700	Conduit Access Gasket,Rubber	HUBBELL KILLARK	GASK572	Electrical	2NA31	EA	1	4.63	0.23	1.8						
1053	700	Medium-Strength Threadlocker,0.338 fl oz	LOCTITE	135354	Adhesives, Sealants and Tape	5A228	EA	1	25.24	0.1	13.94	49CJ65	EA	1	8.85	0.1	4.34
1054	700	Relief Valve,Sloan	SLOAN	A19AU	Plumbing	2XU11	EA	1	10.31	0.2	5.13						
1055	700	Linear LED Bulb,T8,36"L,2-Pin(G13),4000K	CURRENT	LEDT8/LC/G/3/840	Lighting	5SGU4S	EA	1	21.33	0.22	14.98	5SGU44	EA	1	20.69	0.22	14.98
1056	700	LED,8.5 W,A19,Medium Screw (E26)	PHILIPS	8.5A19/LED/930/FR/P/ND 4/1FB	Lighting	784ND5	EA	1	2.63	0.22	1.84						
1057	700	Spray Outlet,Brass,13/16 in - 27,Chrome	NEOPERL	5510005	Plumbing	10N182	EA	1	2.31	0.2	1.5	4XGG8	EA	1	1.78	0.2	1.16
1058	700	Torch,Brazing	BERNZOMATIC	TS4000	Welding	4NE96	EA	1	84.36	0.1	48.7	60HH50	EA	1	40.33	0.1	26.5
1059	700	Plug-In CFL Bulb,3000K,26W,17,000 hr	CURRENT	F26DBX/830/ECO4P	Lighting	1PGY5	EA	1	12.59	0.22	6.82	56GK05	EA	1	5.38	0.22	3.55
1060	700	Diaphragm Assembly,Manual,Toilets,1.6GPF	SLOAN	A1041A	Plumbing	4FB32	EA	1	55.46	0.2	22.79	4LW51	EA	1	39.05	0.2	13.66
1061	700	Safety Glasses,Indoor/Outdoor	SMITH & WESSON	21306	Safety	3UXP1	EA	1	11.57	0.19	6.62	1FYY5	EA	1	7.88	0.19	4.41
1062	700	Recept,Ivory,20 A,GFCI,2P3W,Bk;Sd,1PK	HUBBELL	GFRST20I	Electrical	39EA23	EA	1	47.78	0.23	17.69	39EA26	EA	1	42.77	0.23	15.85
1063	700	Fuse,Midget,10A,BLF Series	LITTELFUSE	BLF010	Electrical	486H61	EA	1	3.37	0.23	1.69	6C170	EA	1	5.03	0.23	2.59
1064	700	Flying Insect Killer, Aerosol, 18.5 oz	SPECTRACIDE	97221	Outdoor Equipment	799UW7	EA	1	7.53	0.12	5.97	36WG20	EA	1	12.37	0.12	4.88
1065	700	Loose Wheel Nut Indicator,21mm,Plastic	CHECKPOINT	CPY21MM	Fleet and Vehicle Maintenance	38XX76	EA	1	1.31	0.08	0.84						
1066	700	Master Rebuild Kit,Toilets	SLOAN	R1001A	Plumbing	2VEE3	EA	1	43.39	0.2	24.9						
1067	700	Striping Paint,20 oz,Athletic White	KRYLON INDUSTRIAL	K00830508	Paint, Equipment and Supplies	38EL82	EA	1	14.66	0.12	6.61	21CJ69	EA	1	11.01	0.12	3.85
1068	700	Cooling Tie Bandana, Universal, Camo	CHILL-ITS BY ERGODYNE	6700CT	Safety	48Z863	EA	1	6.91	0.19	4.2	53CE31	EA	1	5.48	0.19	1.38
1069	700	Scouring Pad,9 1/4 in L,Copper,PK3	SCOTCH-BRITE	213C	Cleaning	21XL12	PK	3	4.84	0.22	2.26	2NTH8	PK	6	27.84	0.22	12.16
1070	700	Handheld Flashlight,Polymer,Yellow,245lm	STREAMLIGHT	68751	Lighting	49XG37	EA	1	56.24	0.22	23.72	66DK44	EA	1	47.44	0.22	26.092
1071	700	Rust Preventative Spray Paint,Alkyd Base	RUST-OLEUM	7543838	Paint, Equipment and Supplies	49UT05	EA	1	18.53	0.12	6.21	6KN97	EA	1	12.37	0.12	6.26
1072	700	Filter Cartridge,50 micron,9 3/4" H	PENTAIR/PENTEK	255484-75	Plumbing	4PAX5	EA	1	7.89	0.2	4.68						
1073	700	Evaporator Cleaner,Aerosol,18 fl oz	NU-CALGON	4166-75	HVAC and Refrigeration	2RZW3	EA	1	22.8	0.17	10.49	19ZN60	EA	1	12.56	0.17	6.37
1074	700	Cutting Oil,12 oz,Aerosol,Petroleum Base	SPRAYON	SC0208000	Machining	2W755	EA	1	12.22	0.07	6.84	2F146	EA	1	16.24	0.07	7.524
1075	700	Double Sided Tape,1 11/16 yd L,1" W	GORILLA	6055002	Adhesives, Sealants and Tape	49UU23	EA	1	15.89	0.1	6.86	45DV48	EA	1	13.89	0.1	4.96
1076	700	Leather Gloves,Cream,L,PR	MCR SAFETY	3205L	Safety	22DN41	PR	1	9.45	0.19	5.84	5PE83	PR	1	4.92	0.19	3.13
1077	700	Alcohol Pads,Antiseptics,PK100	FIRST AID ONLY	H305	Safety	36LF43	PK	100	6.78	0.19	3.78	36LF71	PK	200	11.41	0.19	3.89
1078	700	Instant Adhesive,0.81 fl oz,Tube	KRAZY GLUE	EPIGG58548R	Adhesives, Sealants and Tape	6HCH4	EA	1	3.04	0.1	1.98	5DL61	PK	5	3.29	0.1	2.09
1079	700	Linear Fluorescent Bulb,24W,3500K	SYLVANIA	FP24/835/HO/ECO	Lighting	56GK53	EA	1	4.25	0.22	3.04	5AE25	EA	1	13.88	0.22	8.98
1080	700	Leather Gloves,12,Goatskin,PR	RINGERS GLOVES	664-12	Safety	115N42	PR	1	49.44	0.19	36.04	32HT69	PR	1	37.35	0.19	29.09
1081	700	Conduit Fitting,Iron; Steel,Trd Sz 1/2in	RACO	3542	Electrical	3LL22	EA	1	10.01	0.23	4.71	6X773	EA	1	9.04	0.23	3.49
1082	700	90 Elbow, Cast Iron, 3/4 in,Class 125	ANVIL	0300000809	Plumbing	4KUJ8	EA	1	7.4	0.2	4.18	5P437	EA	1	4.14	0.2	1.2
1083	700	LED,5 W,T4,2-Pin (GX23)	PHILIPS	SPL-5/LED/13H/827/IFS/P/2P 20/1	Lighting	49AC7B	EA	1	9.59	0.22	4.61						
1084	700	Button Battery,Alkaline,1.5VDC,LR44,PK4	STREAMLIGHT	72030	Electronics, Appliances, and Batteries	3KKF6	PK	4	7.31	0.19	1.93	45EK06	EA	1	2.57	0.19	1.06
1085	700	Clear,4-Pin (2G11)	LEVITON	23452-H	Lighting	799L8S	EA	1	3.26	0.22	2.29						
1086	700	Paint Marker, Permanent, Yellow	MARKAL	96821	Hand Tools	2F936	EA	1	6.09	0.14	2.58	19N838	EA	1	4.01	0.14	0.95
1087	700	LED,15.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	15.5T8/COR/48-835/MF21/G/BAA 25/1	Lighting	60WT65	EA	1	23.22	0.22	16.62	804LG0	EA	1	15.92	0.22	9.78
1088	700	Cut-Resistant Gloves,M/8,PR	HYFLEX	11-939	Safety	54EL01	PR	1	25.42	0.19	11.63	491M18	PR	1	9.44	0.19	4.24
1089	700	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/ADV835 ALTO 30PK	Lighting	492XG3	EA	1	8.13	0.22	3.52	3CAG2	EA	1	6.38	0.22	3.8
1090	700	Isolation Gown,Universal,White	CELLUCAP	434TKCGRA	Safety	3RKU6	EA	1	5.38	0.19	1.73	3RKU6	EA	1	5.38	0.19	1.73
1091	700	Edger Blade, 10 In.	STENS	375352	Outdoor Equipment	11T608	EA	1	6.03	0.12	4.78	11T594	EA	1	7.22	0.12	5.258
1092	700	Hang and Stack Bin,Red,Plastic,5 in	AKRO-MILS	30230RED	Material Handling	2W074	EA	1	8.74	0.15	3.37	8CA60	EA	1	7.42	0.15	4.07
1093	700	Safety Glasses,Gray,Uncoated	XENON	SG-14G	Safety	13DD88	EA	1	3.67	0.19	1.93	4EY97	EA	1	1.97	0.19	0.83
1094	700	Lockmut,Steel,Overall L 1 45/64in	RACO	1004	Electrical	43GX09	EA	1	0.66	0.23	0.42						
1095	700	Radians Foam Earplugs,PR	RADIANS	FP70	Safety	19TU9	EA	1	0.16	0.19	0.12	55KN52	PK	200	49.62	0.19	27.64
1096	600	Connector,Steel,Overall L 1 9/32in	RACO	2913	Electrical	52AU91	EA	1	1.74	0.23	0.89						
1097	600	Coated Gloves,Palm and Fingers,M	HYFLEX	48-101	Safety	2RA96	PR	1	3.02	0.19	1.62	56JK83	PR	1	1.76	0.19	0.94
1098	600	Putty Knife,Flex,1-1/2",Polypropylene	HYDE	05510	Hand Tools	1DBA2	EA	1	1.13	0.14	0.49	13A685	EA	1	1.16	0.14	0.51
1099	600	First Aid Kit,10 People Served,8" W,5" H	FIRST AID ONLY	91322	Safety	794KF9	EA	1	41.17	0.19	30.02	480F94	EA	1	22.98	0.19	12.97
1100	600	Silicone Sealer,White,Advanced Silicone	GE	2812565	Adhesives, Sealants and Tape	3LA49	EA	1	17.52	0.1	6.7	4UHD1	EA	1	11.61	0.1	5.12
1101	600	Label Tape Cartridge,26 ft.4"L,1/2" W	BROTHER	TZe231	Safety	13C490	EA	1	28.72	0.19	14.01	13C547	PK	2	68.07	0.19	29.23
1102	600	Windshield Delcer,Aerosol,12 oz	CRC	05346	Fleet and Vehicle Maintenance	5VE68	EA	1	9.48	0.08	4.37	49XW71	EA	1	8.18	0.08	3.28
1103	600	Marking Wand,34" L	RUST-OLEUM	2393000	Paint, Equipment and Supplies	6A379	EA	1	85.94	0.12	37.03	3KYW3	EA	1	67.32	0.12	23.68
1104	600	Paint Marker, Permanent, White	MARKAL	96820	Hand Tools	2F934	EA	1	6.09	0.14	2.58	19N842	EA	1	4.01	0.14	0.95
1105	600	Reducing Bushing,Steel,Trd Sz 1/2; 3/4in	HUBBELL KILLARK	RE215	Electrical	2NE31	EA	1	6.05	0.23	3.73	10UB43	EA	1	3.79	0.23	2.11
1106	600	Paper Towel Roll,800,White,89470,PK6	GEORGIA-PACIFIC	89470	Cleaning	4DJV9	PK	6	183.09	0.22	86.16	78DU54	PK	6	155.19	0.22	60.59
1107	600	Epoxy Adhesive,Tube,1:1 Mix Ratio	J-B WELD	8265-S	Adhesives, Sealants and Tape	2UV83	EA	1	8.28	0.1	5.55	3EHR5	EA	1	7.18	0.1	5.26
1108	600	Control Stop Repair Kit,Sloan	SLOAN	H543ASD	Plumbing	2XU32	EA	1	17.59	0.2	11.67						
1109	600	Cut-Resistant Gloves,M/8,PR	ACTIVARMR	80-400	Safety	2RA87	PR	1	9.51	0.19	5.69	484T54	PR	1	3.71	0.19	2.29
1110	600	CFL,32 W,PL-T,4-Pin (GX24q-3)	PHILIPS	PL-T 32W/841/A/4P/ALTO	Lighting	492Z26	EA	1	12.24	0.22	7.52	492Z25	EA	1	12.24	0.22	7.52
1111	600	Leather Gloves,Beige,XL,PR	MCR SAFETY	3401XL	Safety	21MM38	PR	1	12.06	0.19	4.84	5SLC20	PR	1	9.56	0.19	4.81
1112	600	Cor Shelf Bin,White,Cardboard,4 1/2 in	PACKAGING CORPORATION OF AMERICA	BIN 6-9	Material Handling	31AW58	EA	1	2.11	0.15	1.02						
1113	600	Absorbent Powder,Universal,Size 25 lb.	SPILL MAGIC	97125	Safety	437J91	EA	1	28.87	0.19	13.47	437J90	EA	1	29.11	0.19	14.88
1114	600	CutOff Wheel,Z-Tech,4-1/2"x.045"x7/8"	UNITED ABRASIVES-SAIT	23324	Abrasives	1AUA6	EA	1	5.07	0.1	1.97	33N332	EA	1	3.65	0.1	1.81
1115	600	Reducing Washer,1" to 3/4" Conduit Size	RACO	1367	Electrical	52AW37	EA	1	0.32	0.23	0.11						
1116	600	Coated Gloves,3/4 Dip,10",M	MCR SAFETY	96781M	Safety	49DC28	PR	1	5.29	0.19	2.23	2UUG6	PR	1	3.41	0.19	0.94
1117	600	Flat Mop,Red,Microfiber	UNGER	MM40R	Cleaning	2MXA5	EA	1	38.71	0.22	19.89	2PVU1	EA	1	13.2	0.22	7.33
1118	600	Lightstick,Yellow,12 hr.,6 In. L,PK10	SNAPLIGHT BY CYALUME TECHNOLOGIES	9-08004B	Safety	8YY28	PK	10	17.25	0.19	11.88	9FWU0	PK	10	16.65	0.19	11.88
1119	600	Lockout Padlock,KD,Red,1-3/4"H	MASTER LOCK	410RED	Safety	4FG03	EA	1	19.14	0.19	10.04	793EA0	EA	1	12.06	0.19	8.7
1120	600	Roller Cover,4"L,1/2"Nap,Polyester/Wool	PREMIER	4KW2-50	Paint, Equipment and Supplies	24K678	EA	1	3.64	0.12	1.9	403T17	EA	1	1.29	0.12	0.69
1121	600	Spray Adhesive,Aerosol,Net Wgt 17.6fl oz	3M	90	Adhesives, Sealants and Tape	3MA16	EA	1	34.19	0.1	19.69	453U46	EA	1	18.78	0.1	9.69
1122	600	Pet Waste Bag,3/4 gal.,PK10	POOPY POUCH	PP-RB-200	Cleaning	19XZ86	PK	10	87.57	0.22	41.49	36MX75	PK	20	133.56	0.22	74.16
1123	600	CutOff Wheel,T41/T42,5"x1/16"x3/8",25465rpm	NORTON	66252835553	Abrasives	25TZ46	EA	1	1.83	0.1	0.94	447J97	EA	1	1.82	0.1	0.77
1124	600	Spray Outlet,Plastic	NEOPERL	5504505	Plumbing	4XGL2	EA	1	1.54	0.2	1	4XGL4	EA	1	0.84	0.2	0.55
1125	600	Battery,Alkaline,9V,Premium,PK12	DURACELL	MN1604BKD	Electronics, Appliances, and Batteries	21EK79	PK	12	64.58	0.19	37.18	6DGV43	PK	12	36.92	0.19	18.34
1126	600	Coated Gloves,Palm and Fingers,9.9"	HYFLEX	11-800	Safety	4WX16	PR	1	6.29	0.19	3.89	36H993	PR	1	4.43	0.19	1.84
1127	600	Quick Connect Filter,0.5 micron,1.7 gpm	PENTAIR/EVERPURE	EV961222-75	Plumbing	53GK24	EA	1	158.41	0.2	76.26	53GK26	EA	1	141.08	0.2	68.04
1128	600	Rubber Boot,Men's,11,Knee,Black,PR	HONEYWELL SERVUS	18821/11	Safety	3JZR7	PR	1	31.76	0.19	17.54	55NK23	PR	1	43.11	0.19	25.39
1129	600	Aerosol,Foam/ Wetting Agent,Class AB	FIREADE	10FA2K-6BB	Safety	53PW74	EA	1	15.41	0.19	10.44						
1130	600	Plug-In CFL Bulb,26W,1800 lm,4100K	SYLVANIA	CF26DT/E/IN/841/ECO	Lighting	56GK52	EA	1	7	0.22	5.46	1PHA1	EA	1	16.51	0.22	7.97
1131	600	Chemical Resistant Gloves,Green,Sz 10,PR	SHOWA	730-10	Safety	4JF20	PR	1	2.77	0.19	1.47	1RL42	PR	1	1.89	0.19	1
1132	600	Pipe Thread Sealant,8 fl oz,Gray	MARKAL	12219	Adhesives, Sealants and Tape	41MW04	EA	1	11.68	0.1	8.38	20CM06	EA	1	7.99	0.1	4.08
1133	600	Tape Measure,1 In x 25 ft,Yellow,In.;Ft.	STANLEY	30-455	Hand Tools	5HK84	EA	1	14.92	0.14	6.26	1MKR9	EA	1	30.6	0.14	3.73
1134	600	CutOff Wh,Gemini Asphalt,14"x.125"x20mm	NORTON	70184672827	Abrasives	12VB79	EA	1	20.6	0.1	17.24	6HD25	EA	1	13.11	0.1	9.67
1135	600	Box Sealing Tape,Hot Melt Resin	SCOTCH	375	Adhesives, Sealants and Tape	24A626	EA	1	18.53	0.1	7.98	15F814	EA	1	11.96	0.1	6.3
1136	600	Glue Trap,5-1/4 In. L,3-1/2 In. W,PK4	CATCHMASTER	104	Outdoor Equipment	5YAY1	PK	4	2.61	0.12	1.42	5DKE9	EA	1	0.55	0.12	0.22
1137	600	Multi-Band,Blue,Universal Size	CHILL-ITS BY ERGODYNE	6487	Safety	56KA79	EA	1	18.92	0.19	11.89	60TR18	EA	1	14.39	0.19	11.11
1138	600	Handle Assembly,Sloan	SLOAN	832A	Plumbing	2VEH1	EA	1	24.92	0.2	13.75	5E545	EA	1	5.84	0.2	3.24
1139	600	License Plate Cover,Clear/Black,Polymer	BELL	45601-8	Fleet and Vehicle Maintenance	1EZA5	EA	1	6.41	0.08	5.9	1EZA4	EA	1	5.18	0.08	4.86
1140	600	Plug-In CFL Bulb,3500K,13W,10,000 hr	CURRENT	F13BX/835/ECO	Lighting	1PGU5	EA	1	5.56	0.22	2.52	1PGU4	EA	1	4.92	0.22	2.1
1141	600	Absorb Pad,Oil-Based Liquids,White,PK50	PIG	MAT415	Safety	30RA15	PK	50	81.27	0.19	44.88	35ZR08	PK	50	51.41	0.19	14.5
1142	600	Anti-Vibration Gloves,L/9,9".PR	IRONCLAD	WWI2-04-L	Safety	21AN99	PR	1	26.78	0.19	19.52	45VK94	PR	1	21.92	0.19	14.75
1143	600	Water/Oil Resis mechanic style Glove,PR1	IRONCLAD	EXO-MWR-04-L	Safety	45VK54	PR	1	15.04	0.19	5.46	45VK35	PR	1	12.33	0.19	4.92
1144	600	Safety Glasses,Lens Clear,Polycarbonate	MILWAUKEE	48-73-2013	Safety	787UG2	EA	1	21.78	0.19	15.88	5PA80	EA	1	10.88	0.19	8.46
1145	600	Grab Hook,Steel,G70,Clevis,6600 lb.	B/A PRODUCTS CO.	11-3BG7H	Material Handling	9XD05	EA	1	10.78	0.15	8.24	2YNT3	EA	1	9.33	0.15	4.71
1146	600	Coupling,Steel,Overall L 2 5/32in	RACO	2923RT	Electrical	52AU79	EA	1	4.53	0.23	1.53						
1147	600	FLUOR Ballast,Electronic,Programmed,54W	ADVANCE	ICN-2S54-T	Lighting	3CE46	EA	1	51.92	0.22	36.11	4KGG3	EA	1	41.54	0.22	23.69
1148	600	Thread Sealant Tape,1/2" W,White	ANTI-SEIZE TECHNOLOGY	16030A	Adhesives, Sealants and Tape	4X227	EA	1	2.98	0.1	1.31	21TF27	EA	1	2.21	0.1	0.75
1149	600	HPS Bulb,ED23-1/2,E39,9500 lm,100W	CURRENT	LU100/H/ECO	Lighting	2VAD5	EA	1	24.83	0.22	13.52	5SGU44	EA	1	20.69	0.22	14.98
1150	600	Flange Bolt Set,Universal Fit	HARVEY	051151	Plumbing	5PA63	EA	1	3.53	0.2	2.29	5PA62	EA	1	3.07	0.2	1.97
1151	600	Coupling,Steel,Overall L 1 59/64in	RACO	2922	Electrical	52AU67	EA	1	0.93	0.23	0.58						
1152	600	Hip Wader,Men's,10,Steel,Black/Yellow,PR	TALON TRAX	5T256	Safety	5T256	PR	1	95.01	0.19	55.69	8RMX2	PR	1	107.87	0.19	61.259
1153	600	Knee Pads,Swivel,Foam,Universal,PR	CLC	V6355	Safety	5LF33	PR	1	37.89	0.19	18.47	12F687	PR	1	13.15	0.19	8.62

1154	600	2-Cycle Engine Oil,Conventional,8oz	MAG 1	MAG60138	Fleet and Vehicle Maintenance	EA	1	2.13	0.08	1.25	20RW80	EA	1	1.25	0.08	0.79
1155	600	Connector,Steel,Trade Size 1/2in	RACO	2800	Electrical	EA	1	1.4	0.23	0.64						
1156	600	Quick Connect Filter,0.5 micron,1.7 gpm	PENTAIR/EVERPURE	EV961227-75	Plumbing	EA	1	147.24	0.2	70.4	5PT04	EA	1	121.03	0.2	61.5
1157	600	Shelf Bin,Blue,Polypropylene,7 in	QUANTUM STORAGE SYSTEMS	SSB443BL	Material Handling	EA	1	25.61	0.15	12.88	24K199	EA	1	25.61	0.15	12.88
1158	600	U-Bend FLUOR Bulb,T8,G13,4100K,32W	CURRENT	F32T8/SPX41/U6/ECO	Lighting	EA	1	22.46	0.22	10.87	5NPL6	EA	1	17.43	0.22	9.17
1159	600	Linear LED Bulb,T8,48"L,2-Pin(G13),4000K	CURRENT	LED11ET8/G/4/840	Lighting	EA	1	13.73	0.22	9.64	5GYT71	EA	1	12.84	0.22	8.45
1160	600	Cut-Off Wheel,6 D,.045 T,7/8	NORTON	66252843221	Abrasives	EA	1	8.11	0.1	3.57	1AUD3	EA	1	7.43	0.1	2.71
1161	600	Putty Knife,Flexible,1-1/2",Carbon Steel	HYDE	04101	Hand Tools	EA	1	3.37	0.14	1.98	1DBA2	EA	1	1.13	0.14	0.49
1162	600	Ice Melt,Granular,12 lb. Jug,-8 F	PREMIERE	CPM012JG-GR	Outdoor Equipment	EA	1	20.67	0.12	13.7	55XD44	EA	1	15.38	0.12	6.45
1163	600	Roller Cover,9"L,3/8"Nap,Polyester,PK6	PREMIER	6PK38	Paint, Equipment and Supplies	EA	6	12.28	0.12	4.31	415M65	EA	1	2.19	0.12	0.65
1164	600	LED Lamp,T8 Bulb Shape,8.9 W,1600 lm	PHILIPS	8.9T8/MAS/48-840/IF16/P/DIM 10/1	Lighting	EA	1	18.26	0.22	12.22	55GT92	EA	1	15.19	0.22	10.66
1165	600	Combination Cartridge/Filter,PK2	3M	60921	Safety	PK	2	50.68	0.19	26.83	41G12	PK	2	47.03	0.19	24.8
1166	600	Tongue and Groove Plier Set,Dipped,3Pcs.	CHANNELLOCK	GS-3	Hand Tools	EA	1	69.98	0.14	37.59	1YHL9	EA	1	58.08	0.14	31.79
1167	600	2-Point Utility Blade,3/4 In. W,PK100	STANLEY	11-921A	Hand Tools	PK	100	24.09	0.14	10.27	5C949	PK	5	2.2	0.14	0.6
1168	600	Mop Pad,Red,Microfiber	RUBBERMAID COMMERCIAL PRODUCTS	FGQ41000RD00	Cleaning	EA	1	23.97	0.22	9.41	1NE75	EA	1	9.08	0.22	3.07
1169	600	Coated Gloves,Blue/Gray,L,PR	SHOWA	305L-09	Safety	PR	1	5.95	0.19	3.27	484T55	PR	1	3.71	0.19	2.29
1170	600	Spray Paint,OSHA Safety Red,12 oz.	RUST-OLEUM	1660830	Paint, Equipment and Supplies	EA	1	11.55	0.12	5.1	6KP13	EA	1	9	0.12	5.41
1171	600	Coated Glvs,Palm Finger,Blk/Gry,11,	HYFLEX	11-600	Safety	PR	1	3.59	0.19	2.2	21NM55	PR	1	2.19	0.19	1.42
1172	600	Gatorade,20 oz.,Liquid,PK24	GATORADE	10052000120781	Safety	PK	24	55.36	0.19	33.88	55NV88	PK	24	42.25	0.19	17.19
1173	600	Foam Brush,1 in,Foam,Polyurethane Foam	WOOSTER	3102-1	Paint, Equipment and Supplies	EA	1	0.56	0.12	0.28	1XRJ9	EA	1	0.49	0.12	0.18
1174	600	Tape Measure,1-1/4 Inx25 ft,Yellow/Black	STANLEY	33-725	Hand Tools	EA	1	41.35	0.14	19.55	1MKR9	EA	1	30.6	0.14	3.73
1175	600	PVC Conduit,PVC,Trade Size 1in	CANTEX	A52BA12	Electrical	EA	1	25.02	0.23	14.44						
1176	600	Electrical Box Cover,Galvanized Zinc	RACO	860	Electrical	EA	1	2.05	0.23	0.65	3KF48	EA	1	2.51	0.23	0.7
1177	600	Gas Mask Canister,Threaded	MSA	10046570	Safety	EA	1	158.08	0.19	97.5	3TAD8	EA	1	117.49	0.19	61.39
1178	600	Striping Paint,20 oz,Dark Blue	RUST-OLEUM	263446	Paint, Equipment and Supplies	EA	1	15.45	0.12	5.44	6KP20	EA	1	15.45	0.12	5.71
1179	600	Rubbing Alcohol,Antiseptics,Bottle	SWAN	26831	Safety	EA	1	10.63	0.19	4.05	2MR22	EA	1	5.99	0.19	2.34
1180	600	Knit Cap,Universal,Navy Blue	CARHARTT	A18-NVY OFA	Safety	EA	1	25.38	0.19	11.76	29JV93	PR	1	4.89	0.19	1.47
1181	600	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	IOPA-4P32-LW-N	Lighting	EA	1	26.85	0.22	19.53						
1182	600	Relief Valve,Sloan	SLOAN	A19ACM	Plumbing	EA	1	22.93	0.2	11.99	2XLU10	EA	1	11.65	0.2	4.87
1183	600	Butane Refill Canister,5-1/8 Oz	MASTER APPLIANCE	51773	Welding	EA	1	9.34	0.1	6.69	61LA92	PK	36	239.96	0.1	218.15
1184	600	Coated Gloves,3/4 Dip,10",L,	MCR SAFETY	9673L	Safety	PR	1	4.43	0.19	1.84	41K676	PK	12	37.23	0.19	17.24
1185	600	Hip Wader,Men's,11,Steel,Black/Yellow,PR	TALON TRAX	5T257	Safety	PR	1	95.01	0.19	57.44	8N066	PR	1	107.87	0.19	63.184
1186	600	Lightstick,Green,12 hr.,6 In. L,PK10	SNAPLIGHT BY CYALUME TECHNOLOGIES	9-08001B	Safety	PK	10	17.25	0.19	11.88	9FWU0	PK	10	16.65	0.19	11.88
1187	600	Adhesive Remover,12 oz,Aerosol Spray Can	GOOF OFF	FG658	Cleaning	EA	1	12.55	0.22	5.76	45DY75	EA	1	23.8	0.22	11.85
1188	600	Personal Eye Wash Bottle,1 oz	PHYSICIANSCARE	7-008	Safety	EA	1	5.18	0.19	3.78	9JY28	EA	1	8.77	0.19	4.26
1189	600	Heavy Duty Anti-Seize,12.5 oz.,Aerosol	ANTI-SEIZE TECHNOLOGY	18014	Lubrication	EA	1	26.68	0.1	13.68	3JDN4	EA	1	30.12	0.1	15.048
1190	600	Coated Gloves,3/4 Dip,10-1/2",XL,	MCR SAFETY	9673XL	Safety	PR	1	4.43	0.19	1.84	41K679	PK	12	37.23	0.19	17.24
1191	600	Automotive Cleaner,Liquid,16 oz.,Clear	ARMOR ALL	78513	Fleet and Vehicle Maintenance	EA	1	9.18	0.08	4.79	52HF92	EA	1	8.74	0.08	8.25
1192	600	Paint Grid Wire, 10 In.	WOOSTER	F0001	Paint, Equipment and Supplies	EA	1	3.34	0.12	1.91	34ANB7	EA	1	4.77	0.12	2.101
1193	600	Disposable Respirator,Universal,N100	3M	8233	Safety	EA	1	18.95	0.19	9.43	3SZC17	PK	5	81.13	0.19	54.43
1194	600	Cutoff Wheel,GeminiFreeCut,3"x.035"x1/4"	NORTON	66243510627	Abrasives	EA	1	3.26	0.1	1.49	43SY61	EA	1	2.12	0.1	0.93
1195	600	Electrical Box Cover,Blank,4-3/4" W	RACO	832SP	Electrical	EA	1	2.72	0.23	1.04						
1196	600	Pipe Insulation,ID 1",Wall Thick 1/2"	OWENS CORNING	722609	Plumbing	EA	1	13.73	0.2	5.08	40PP22	EA	1	12.96	0.2	4.75
1197	600	Abrasive Cut-Off Wheel,Type 41,Grit 36	NORTON	66252841997	Abrasives	EA	1	4.67	0.1	1.75	6TMP9	EA	1	3.53	0.1	1.45
1198	600	Cable Tie,7.4 in,Black,PK100	PANDUIT	PLT2S-C0	Electrical	PK	100	36.72	0.23	23.87	36J149	PK	100	10.74	0.23	2.49
1199	600	Linear Fluorescent Bulb,32W,3500K	SYLVANIA	FO32/835XPSECO3	Lighting	EA	1	5.56	0.22	3.98	3CAG2	EA	1	6.38	0.22	3.8
1200	600	Connector,Steel,Trade Size 3/8in	THOMAS & BETTS	300-TB	Electrical	EA	1	4.91	0.23	2.06	2RET1	EA	1	4.19	0.23	2.42
1201	600	Coated Gloves,Nylon,M,PR	MCR SAFETY	9666M	Safety	PR	1	2.29	0.19	1.51	19L494	PR	1	2.03	0.19	1.4
1202	600	Disinfecting Wipes,35 ct,Canister,PK12	CLOROX	01594	Cleaning	PK	12	99.37	0.22	38.73	1XEH7	PK	6	69.98	0.22	42.38
1203	600	Carbide Tipped Holesaw,7/16" Hex,1-7/8"	MORSE	MHSTK30	Power Tools	EA	1	13.66	0.11	10.94						
1204	600	Line Marking Paint,20oz,Fluorescent Blue	RUST-OLEUM	205176	Paint, Equipment and Supplies	EA	1	11.73	0.12	4.06	21CJ71	EA	1	11.01	0.12	3.85
1205	600	Rubber Boot,Men's,9,Knee,Black,PR	HONEYWELL SERVUS	18821/9	Safety	PR	1	31.76	0.19	17.54	5SNK21	PR	1	43.11	0.19	25.39
1206	600	Marking Paint,20 oz,Asphalt Black	KRYLON INDUSTRIAL	A03550007	Paint, Equipment and Supplies	EA	1	13.26	0.12	4.31	10Z860	EA	1	11.73	0.12	4.06
1207	600	Filter,Magenta,Threaded,PK2	HONEYWELL NORTH	7580P100B	Safety	PK	2	13.84	0.19	10.09	4RM17	PK	2	15.66	0.19	7.29
1208	600	Cut Resistant Gloves,Lgt Gry,9	HYFLEX	11-644	Safety	PR	1	14.23	0.19	7.74	19L418	PR	1	11.39	0.19	3.73
1209	600	Battery,Lithium,Size 2CR5,6VDC	ENERGIZER	EL2CR5BP	Electronics, Appliances, and Batteries	EA	1	18.79	0.19	4.67	489D89	EA	1	25.65	0.19	6.99
1210	600	CutOff Wheel,A60T,5"x.045"x7/8",12200rpm	DEWALT	DW8063	Abrasives	EA	1	3.32	0.1	2	60WJ21	EA	1	3.44	0.1	2.09
1211	600	CFL,27 W,PL-T 4-Pin,2X24y-3i	PHILIPS	PL-T 26W/835/A/4P/ALTO	Lighting	EA	1	12.24	0.22	7.16	1PGY6	EA	1	11.36	0.22	5.51
1212	600	Duct Tape,Gray,1 7/8 in x 60 yd,9 mil	NASHUA	2280	Adhesives, Sealants and Tape	EA	1	12.81	0.1	4.3	6JD46	EA	1	8.82	0.1	2.93
1213	600	Coated Gloves,Nylon,XL,PR	MCR SAFETY	96731HVXL	Safety	PR	1	3.67	0.19	2.12	5SLE27	PR	1	4.13	0.19	2.34
1214	600	Push Button Assembly,Acorn	ACORN	2566-050-001	Plumbing	EA	1	53.35	0.2	36.97						
1215	600	Industrial De-icer,Net 16 Oz.	SPRAYWAY	SW758	Fleet and Vehicle Maintenance	EA	1	12.18	0.08	5.7	49XW71	EA	1	8.18	0.08	3.28
1216	600	Anti-Vibration,XL,<10.9",PR	IRONCLAD	WWI-05-XL	Safety	PR	1	26.78	0.19	19.52	45VK95	PR	1	21.92	0.19	14.59
1217	600	Plug-In CFL Bulb,13W,800 lm,4100K	SYLVANIA	CF13DS/841/ECO	Lighting	EA	1	5	0.22	3.47	1PGU8	EA	1	4.92	0.22	2.1
1218	600	Emrg Lght,Plst,Nick Cad,1 W,LED	LITHONIA LIGHTING	EU2C LED	Lighting	EA	1	45.68	0.22	28.37	3SGK11	EA	1	36.65	0.22	20.89
1219	600	Scouring Pad,4 1/2 in L,Green,PK80	3M	9650	Cleaning	PK	80	87.64	0.22	51.57	2U643	PK	20	29.82	0.22	13.44
1220	600	Fuse,Midget,10A,ATM Series	MERSEN	ATM10	Electrical	EA	1	16.36	0.23	6.51						
1221	600	Trip Lever,Universal Fit	KISSLER	60-1018	Plumbing	EA	1	5.72	0.2	3.41	31XJ26	EA	1	3.06	0.2	1.85
1222	600	Conduit Clamp,PVC,Overall L 2.188in	CANTEX	5133736	Electrical	EA	1	1.42	0.23	0.5						
1223	600	Fly Trap,24" L,2" W	CATCHMASTER	8DF85	Outdoor Equipment	EA	1	6.34	0.12	4.12	5YAY4	PK	4	1.63	0.12	1.32
1224	600	Leather Gloves,XL/10	BDG	30-1-903K-11	Safety	PR	1	3.07	0.19	2.24	2MDA3	PR	1	3.04	0.19	1.85
1225	600	Chemical Resistant Glove,13 mil,Sz 9,PR	ALPHATEC	88-390	Safety	PR	1	1.65	0.19	0.82	48UP18	PR	1	1.25	0.19	1.133
1226	600	Sign Post,Silver,Steel,10 ft L	TAPCO	1603-00003	Safety	EA	1	90.52	0.19	52.27	8LV68	EA	1	82.15	0.19	41.81
1227	600	Nitrile Glove,6.00 mil Palm L,PK100	KIMBERLY-CLARK	49277	Safety	PK	100	48.49	0.19	25.56	22LD90	PK	50	12.06	0.19	7.89
1228	600	Fuse,Class RK1,15A,FRN-R Series	BUSSMANN	FRN-R-15	Electrical	EA	1	12.46	0.23	4.1	486K85	EA	1	7.29	0.23	2.53
1229	600	Metering Cartridge	CHICAGO FAUCETS	671-XJKABNF	Plumbing	EA	1	55.71	0.2	34.74						
1230	600	Chemical Resistant Glove,15 mil,Sz 9,PR	ALPHATEC	37-155	Safety	PR	1	3.68	0.19	2.02	29UP90	PR	1	2.77	0.19	1.35
1231	600	Reducing Bushing,Iron,Trd Sz 1/2; 3/4in	APPLETON ELECTRIC	RB75-50	Electrical	EA	1	3.79	0.23	2.11	10U844	EA	1	3.88	0.23	2.11
1232	600	Disposable Gloves,Nitrile,M,PK100	MICROFLEX	N482	Safety	PK	100	28.74	0.19	18.41	35ZE94	PK	100	28.09	0.19	20.251
1233	600	Glove Clip,1-1/2"	PROTO	JPPEGLV	Safety	EA	1	10.99	0.19	5	30LU77	PR	1	4.94	0.19	1.05
1234	600	Push-In Connector,Gray,0.83",440V	WAGO	221-683	Electrical	EA	1	4.81	0.23	3.33						
1235	600	Bolt Repair Kit,Universal Fit	KISSLER	68-8140	Plumbing	EA	1	3.61	0.2	2.25	14U362	EA	1	2.58	0.2	1.6
1236	600	Metal Cut-Off Wheel,4-1/2"x.045"x7/8"	DEWALT	DWA8051	Abrasives	EA	1	2.21	0.1	1.85	447P96	EA	1	2.35	0.1	1.43
1237	600	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W836	Material Handling	EA	1	1.81	0.15	1.38	2W255	EA	1	2.07	0.15	1.518
1238	600	Connector,Zinc,Trade Size 1/2in	RACO	2692	Electrical	EA	1	2.55	0.23	1.58	43GY62	EA	1	1.86	0.23	1.07
1239	600	Conn,Steel,Overall L 1 23/32in	RACO	2124	Electrical	EA	1	2.05	0.23	0.93						
1240	600	Sign Post,Green,Steel,8 ft L	TAPCO	054-00014	Safety	EA	1	33.12	0.19	15.22	4LNK3	EA	1	27.22	0.19	14.08
1241	600	Folding Utility Knife,6-7/8" L	MILWAUKEE	48-22-1501	Hand Tools	EA	1	17.75	0.14	13.74	19T226	EA	1	17	0.14	12.22
1242	600	Universal Remote Control,Spillproof	CLEAN REMOTE	CR1	Electronics, Appliances, and Batteries	EA	1	19.47	0.19	9.01	6KJC4	EA	1	11.17	0.19	5.24
1243	600	Instant Adhesive,0.53 fl oz,Bottle	GORILLA	7805002	Adhesives, Sealants and Tape	EA	1	8.78	0.1	4.25	4GZK5	EA	1	5.35	0.1	2.95
1244	600	Tack Cloth,18 In x 36 In,PK3	DEROYAL	TC3	Paint, Equipment and Supplies	PK	3	2.2	0.12	0.94	2FWL9	PK	48	105.38	0.08	51.32
1245	600	Stack and Nest Ctr,Gray,Solid,Polymer	AKRO-MILS	35180GREY	Material Handling	EA	1	22.4	0.15	10.62	8DA61	EA	1	25.33	0.15	11.682
1246	600	Plug-In CFL Bulb,4100K,40W,20,000 hr	CURRENT	F40/30BX/SPX41	Lighting	EA	1	20.89	0.22	7.64	56GK82	EA	1	6.31	0.22	4.5
1247	600	Emergency Blanket & Pillow Pack	KAMP-RITE TENT COT INC	KRBP102	Safety	EA	1	43.84	0.19	22.85	38G256	PK	10	111.21	0.19	50.05
1248	600	Germicidal Cleaner,Fruity,20 oz	CRC	14430	Cleaning	EA	1	16.48	0.22	8.36	24Y904	EA	1	7.87	0.22	5.49
1249	600	Tubing Cutter Wheel For 4CW54/5A193	RIDGID	33160	Hand Tools	EA	1	8.51	0.14	5.71	4CW64	EA	1	10.87	0.14	6.281
1250	600	CO2 Cartridge,PK12	DIVERSITECH	GGC-12	HVAC and Refrigeration	PK	12	51.86	0.17	22.1	49UA20	PK	12	34.08	0.17	15.57
1251	600	HPS Bulb,ED23-1/2,E39,16,000 lm,150W	CURRENT	LU150/55/H/ECO	Lighting	EA	1	26.91	0.22	12.33	56GJ85	EA	1	20.4	0.22	13.563
1252	600	Rubber Bands,Size 84,3-1/2"x1/2",PK155	UNIVERSAL	UNV00184	UNCATEGORIZED	PK	155	9.31	0.05	7.96						
1253	600	Connector,Nylon	HUBBELL WIRING DEVICE-KELLEMS	SECS08A	Electrical	EA	1	4.47	0.23	1.95	2DPE5	EA	1	4.41	0.23	1.95
1254	600	Linear Fluorescent Bulb,54W,5000K	SYLVANIA	FP54/850/HO/ECO	Lighting	EA	1	4.25	0.22	3.04	56GK91	EA	1	4.25	0.22	3.31
1255	600	Mechanics Gloves,Black,11,PR	MECHANIX WEAR	MG-05-011	Safety	PR	1	33.02	0.19	18	45VK46	PR	1	13.68	0.19	7.17
1256	600	Folding Utility Knife,Metal	MILWAUKEE	48-22-1505	Hand Tools	EA	1	29.08	0.14	22.51	3KD96	EA	1	19.15	0.14	7.78
1257	600	Gasket Sealant,6.5 oz,Translucent	CRC	14055	Adhesives, Sealants and Tape	EA	1	52.02	0.1	19.24	4UJ99	EA	1	26.06	0.1	13.44
1258	600	Silicone Sealant,White,Dynaflex 230	DAP	18275	Adhesives, Sealants and Tape	EA	1	8.56	0.1	3.94	3WEW8	EA	1	7.08	0.1	3.65
1259	600	Connector,Steel,Overall L 1 51/64in	RACO	2913RT	Electrical	EA	1	3.73	0.23	1.44	52AU57	EA	1	3.73	0.23	1.44
1260	600	Marking Paint,20 oz,Caution Blue	RUST-OLEUM	264694	Paint, Equipment and Supplies	EA	1	11.01	0.12	3.85	38EL35	EA	1	11.58	0.12	3.76
1261	600	Drill/Tap Set,6pc,UNC	GREENLEE	DTAPKIT	Machining	EA	1	68.55	0.07	34.72	6EX13	EA	1	56.95	0.07	36.08
1262	600	Masking Tape,15/16" W,60 yd L,Tan	SHURTAPE	CP 106	Adhesives, Sealants and Tape	EA	1	3.53	0.1	1.85	48ZT82	EA	1	3.16	0.1	1.71
1263	600	Paint Brush,1/2 in,Chip,China Hair,Soft	PREMIER	WV05	Paint, Equipment and Supplies	EA	1	0.52	0.12	0.38	1TTX1	PK	36	19.91	0.12	9.23
1264	600	Rust Preventative Spray Paint,White	RUST-OLEUM	7592838	Paint, Equipment and Supplies	EA	1	18.53	0.12	6.21	5SEG68	EA	1	14.73	0.12	5.95
1265	600	Chemical Resistant Glove,11 mil,Sz 11,PR	ALPHATEC	37-145	Safety	PR	1	2.98	0.19	1.34	160F68	PR	1	2.23	0.19	1.01
1266	600	Disposable Gloves,Rubber Latex,L,PK50	MICROFLEX	UL-315-L	Safety	PK	50	25.37	0.19	15.4	2XMC3	PK	100	13.89	0.19	8.38
1267	600	Surgical Mask 3PLY Level 1,PK50	ALTOR SAFETY	62212	Safety	PK	50	12.01	0.19	8.76	56LY99	PK	50	5.96	0.19	1.86
1268	600	Battery,Alkaline,Size A23,12VDC,PK2	ENERGIZER	A23BPZ-2	Electronics, Appliances, and Batteries	PK	2	5.66	0.19	2.44	489D85	PK	2	4.79	0.19	2.04
1269	600	Insect Repellent,6 oz.,Aerosol	CUTTER	HG-96280	Outdoor Equipment	EA	1	13.26	0.12	5.22	36WG52	EA	1	12.97	0.12	5.77

1270	600	Incandescent Bulb,A15,100 lm,15W	CURRENT	15A/W -120V	Lighting	PK	2	2.08	0.22	1.27	492Z70	PK	2	8.64	0.22	5.1
1271	600	Electrical Box,Square,4 X 1-1/2 in.	RACO	189	Electrical	EA	1	4.44	0.23	1.58	5A051	EA	1	4.44	0.23	2.78
1272	600	Condenser Cleaner,Liquid,1 gal,Blue	NU-CALGON	4291-08	HVAC and Refrigeration	EA	1	47.56	0.17	20.79	22NV38	EA	1	34.05	0.17	15.26
1273	600	Car Wash Brush,10" L,Yellow	CARRAND	93086	Fleet and Vehicle Maintenance	EA	1	23.56	0.08	11.37	58MM80	EA	1	16.19	0.08	6.62
1274	600	Linear LED Bulb,T8,47-3/4" L,G13,3500K	PHILIPS	14T8/COR/48-835/IF20/G/DIM 10/1	Lighting	EA	1	12.03	0.22	8.44	467W18	EA	1	13.85	0.22	5.95
1275	600	Disposable Respirator,White,PK20	HONEYWELL	DC300N95	Safety	PK	20	14.73	0.19	11.93	3KP43	PK	20	32.61	0.19	19.57
1276	600	Adapter,Wrot Copper,3/4" Tube,CxMNPT	NIBCO	604 3/4	Plumbing	EA	1	4.84	0.2	3.31						
1277	600	Connector,Steel,Overall L 1 37/64in	RACO	2902RT	Electrical	EA	1	2.54	0.23	1.02						
1278	600	Angle Broom,38 in Handle L,11 in Face	RUBBERMAID COMMERCIAL PRODUCTS	FG637500GRAY	Cleaning	EA	1	25.26	0.22	7.27	35YP54	EA	1	15.47	0.19	10
1279	600	Spray Bottle,32 oz,9 3/8"H,White	IMPACT	5032AB-90	Cleaning	EA	1	2.33	0.22	1.22	39FD09	EA	1	2.24	0.22	1.13
1280	600	Janitor Cart,38 in H,32 gal Cap.	RUBBERMAID COMMERCIAL PRODUCTS	FG617388BLA	Cleaning	EA	1	334.29	0.22	116.8	1PBJ6	EA	1	548.65	0.22	217.07
1281	600	Silicone Sealant,Clear,Advanced Silicone	GE	2812562	Adhesives, Sealants and Tape	EA	1	17.52	0.1	6.2	4LHJ01	EA	1	11.61	0.1	5.12
1282	600	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	V2177838	Paint, Equipment and Supplies	EA	1	15.38	0.12	5.94	787DM7	EA	1	6.97	0.12	3
1283	600	Hand Soap,GRN,1,200 mL,Aloe,42715,PK2	GEORGIA-PACIFIC	42715	Cleaning	PK	2	114.74	0.22	44.25	53JU94	PK	2	108.65	0.22	66.79
1284	600	Pipe Insulation,ID 3/4",Wall Thick 1/2"	OWENS CORNING	722597	Plumbing	EA	1	12.96	0.2	4.75	45FM39	EA	1	11.66	0.2	4.19
1285	600	Fuse,Class K5,20A,NON Series	BUSSMANN	NON-20	Electrical	EA	1	3.69	0.23	2.02						
1286	600	Inverted Striping Paint,18 oz,Yellow	RUST-OLEUM	2348838V	Paint, Equipment and Supplies	EA	1	15.75	0.12	12.76	784GN4	EA	1	12.09	0.12	7.56
1287	600	Multi-Band,Line,Polyester,Universal	CHILL-ITS BY ERGODYNE	6485	Safety	EA	1	14.39	0.19	10.92	793Y22	EA	1	12.65	0.19	9.06
1288	600	Pipe Insulation,ID 2",Wall Thick 1"	OWENS CORNING	722586	Plumbing	EA	1	17.43	0.2	9.99						
1289	600	Spray Paint,Black,Gloss,12 oz	RUST-OLEUM	1679830V	Paint, Equipment and Supplies	EA	1	12.89	0.12	8.51	54TG75	EA	1	18.21	0.12	9.361
1290	600	Linear Fluorescent Bulb,30W,4200K	SYLVANIA	F30T8/CW	Lighting	EA	1	3.78	0.22	2.95						
1291	600	Coated Gloves,Palm and Fingers,2XL	HYFLEX	48-101	Safety	PR	1	3.02	0.19	1.62	21NM55	PR	1	2.19	0.19	1.42
1292	600	Bandage,Beige,Fabric,Box,3 In L,PK8	FIRST AID ONLY	1-009	Safety	PK	8	2.11	0.19	1.12	39N884	PK	25	5.52	0.19	2.86
1293	600	Recip Saw Blade Set, Blade L 6 in, 9 in	MILWAUKEE	49-22-1129	Power Tools	EA	1	34.25	0.11	25.66	45BT31	EA	1	28.04	0.11	21.12
1294	600	8.5 W,PL Horizontal,4-Pin (G24q/GX24)	PHILIPS	8.5PL-C/T LED/26H-4000 IF 4P 10/1	Lighting	EA	1	21	0.22	12.64	442A55	EA	1	21.55	0.22	12.64
1295	600	Coated Gloves,Nylon,XL,PR	MCR SAFETY	9666XL	Safety	PR	1	2.29	0.19	1.51	48UP84	PR	1	2.23	0.19	1.04
1296	600	Chemical Resistant Glove,13 mil,Sz 7,PR	ALPHATEC	88-390	Safety	PR	1	1.65	0.19	0.82	48UP16	PR	1	1.25	0.19	1.078
1297	600	Label Cartridge,Black/Yellow,3/4 in. W	BRADY	M21-750-595-YL	Safety	EA	1	55.12	0.19	25.47	3PXX8	EA	1	49.86	0.19	22.02
1298	600	90 Elbow,Push To Connect,1/2 In.	SHARKBITE	U080LF	Pipe, Hose, Tube & Fittings	EA	1	13.34	0.2	5						
1299	600	CutOff Wheel,A607,4"x.045"x5/8",19000rpm	DEWALT	DW8061	Abrasives	EA	1	2.24	0.1	0.74	25TY41	EA	1	2.62	0.1	1.29
1300	600	Fuse Holder,0 to 30A,Midget,1 Pole	BUSSMANN	HEB-AA	Electrical	EA	1	56.84	0.23	13.79						
1301	600	Disposable Gloves,Rubber Latex,S,PK100	MICROFLEX	MF-300-S	Safety	PK	100	25.76	0.19	15.46	2TEK5	PK	100	25.76	0.19	15.46
1302	600	LED,9 W,BR25,4-Pin (G24q-3)	CURRENT	LED9G24Q-V/840	Lighting	EA	1	21.07	0.22	7.77						
1303	600	Folding Pocket Utility Knife,4 1/4 In	STANLEY	10-049	Hand Tools	EA	1	10.33	0.14	6.71	19T226	EA	1	17	0.14	12.22
1304	600	Hang and Stack Bin,Blue,Plastic,5 In	AKRO-MILS	30235BLUE	Material Handling	EA	1	15.51	0.15	3.94	9U073	EA	1	13.07	0.15	3.79
1305	600	Cut Res Gloves,Nitrile,Gray/Green,L	SHOWA	350L-09	Safety	PR	1	5.13	0.19	2.64	48UP88	PR	1	1.75	0.19	0.98
1306	600	CO2 Smoke Alarm,3V,Alkaline	KIDDE	P3010K-CO	Safety	EA	1	101.95	0.19	49.53	20JK08	EA	1	55.31	0.19	27.86
1307	600	Joint Sealant,WeatherMaster,10 oz	TITEBOND	3191	Adhesives, Sealants and Tape	EA	1	9.57	0.1	6.29	25F526	EA	1	8.84	0.1	5.06
1308	600	Flagging Tape,White/Blk,300ft x 1-3/8in	PRESCO PRODUCTS CO	SWBK-200	Security	EA	1	3.09	0.15	2.37						
1309	600	Ear Plugs,Corded,Bell,33dB,PK100	HONEYWELL HOWARD LEIGHT	MAX-30	Safety	PK	100	50.2	0.19	29.1	55KN51	PK	100	40.16	0.19	23.99
1310	600	Mechanics Glove,Black,9,PR	MECHANIX WEAR	MG-05-009	Safety	PR	1	33.02	0.19	18	45VK44	PR	1	13.68	0.19	5.19
1311	600	LED,9.9 W,T8,Medium Bi-Pin (G13)	PHILIPS	9.9T8/COR/48-840/MF16/G 10/1	Lighting	EA	1	16.73	0.22	4.94	55XC97	EA	1	13.18	0.22	9.25
1312	600	First Aid Kit,Bulk,Green,34 Pcs	FIRST AID ONLY	10097	Safety	EA	1	11.67	0.19	9.45						
1313	600	Battery,6V,Alkaline Dantona Electro	DANTONA	DL-40	Electronics, Appliances, and Batteries	EA	1	12.83	0.19	8.78	61HH65	EA	1	5.62	0.19	3.934
1314	600	Seat,PK10	KISSLER	A855-0652/10	Plumbing	PK	10	11.33	0.2	8.15						
1315	600	9 wt oz.,Aerosol,Lubricant	CRC	05005	Lubrication	EA	1	12W319	0.1	9.41	5	21A073	EA	1	6.21	0.1	4.33
1316	600	Cement,Box,5 lb	ROCKITE	10005	Adhesives, Sealants and Tape	EA	1	11.89	0.1	3.88	6Z173	EA	1	24.21	0.1	7.61
1317	600	Abrasive Cut-Off Wheel,4-1/2" dia.	3M	87465	Abrasives	EA	1	4.08	0.1	2.49	447P96	EA	1	2.35	0.1	1.43
1318	600	Coupling,Steel,Overall L 2 1/16in	BELL	2922RT	Electrical	EA	1	2.35	0.23	0.99						
1319	600	Tee,Polyalloy,1/2" x 1/2" x 1/2" Pipe	ZURN PEX	QQPT333X	Plumbing	EA	1	1.75	0.2	0.98						
1320	600	Conduit Clamp,Steel,Overall L 2.836in	RACO	2233	Electrical	EA	1	0.23	0.23	0.16						
1321	500	Hand Soap,GRN,2,000 mL,Fresh Fruit,PK2	GOJO	5262-02	Cleaning	PK	2	129.12	0.22	44.83	2RRD6	PK	2	112.21	0.22	40.21
1322	500	Medium-Strength Threadlocker,0.338 fl oz	LOCTITE	1329837	Adhesives, Sealants and Tape	EA	1	24.01	0.1	13.49	5HYH5	EA	1	65.38	0.1	37.52
1323	500	Control Stop Repair Kit,Sloan	SLOAN	HS41AWH	Plumbing	EA	1	22.97	0.2	13.31						
1324	500	Pipe Insulation,ID 2-1/8",Wall Thick 1/2	OWENS CORNING	722602	Plumbing	EA	1	17.95	0.2	6.45						
1325	500	Multipurpose Grease,Cartridge,13 oz	MOBIL	121952	Lubrication	EA	1	20.95	0.1	9.11	4NPL9	EA	1	10.24	0.08	5.87
1326	500	LED,5 W,PAR20,Medium Screw (E26)	FEIT ELECTRIC	PAR20DM/950CA	Lighting	EA	1	5.92	0.22	4.16						
1327	500	Paint Solidifier,Clear,3.5 oz	HOMAX	3535	Paint, Equipment and Supplies	EA	1	4.86	0.12	2.2	793U4	EA	1	5.16	0.12	2
1328	500	ABD Pad,9" L,5" W,White	HONEYWELL	065590	Safety	EA	1	1.19	0.19	0.42	3PWT2	EA	1	0.92	0.19	0.4
1329	500	Toilet Seat Cover,5000,White,PK20	HOSPECO	DS-5000	Cleaning	PK	20	69.64	0.22	45.28	20LE13	PK	10	61.76	0.22	49.808
1330	500	Sanitizer Wipes,Bucket,6 x 6-3/4"	PURELL	9113-06	Cleaning	EA	1	24.99	0.22	11.31	3EUG2	EA	1	19.24	0.22	8.11
1331	500	Fuse,Class RK5,20A,FRN-R Series	BUSSMANN	FRN-R-20	Electrical	EA	1	12.45	0.23	4.52	486K87	EA	1	7.47	0.23	2.79
1332	500	Safety Glass,Silver Mirror	RADIANS	MR01630D	Safety	EA	1	1.99	0.19	1.18	5WXD3	EA	1	1.88	0.19	1.18
1333	500	Hex Shank Drill Set,23pc,HSS	MILWAUKEE	48-89-4631	Power Tools	EA	1	59.96	0.11	36.34	481P95	EA	1	57.03	0.11	28.61
1334	500	Rain Suit w/Jacket/Bib,Unrated,Yellow,XL	TINGLEY	S61317	Safety	EA	1	16.27	0.19	8.96	2RB38	EA	1	19.32	0.19	5.01
1335	500	Line Marking Paint,20 oz,Fluorescent Red	RUST-OLEUM	1862838	Paint, Equipment and Supplies	EA	1	10.45	0.12	3.82						
1336	500	Primer,Purple,32 Oz,PVC and CPVC	WELD-ON	13994	Adhesives, Sealants and Tape	EA	1	32.15	0.1	21.82	6KWU4	EA	1	10.23	0.1	6.86
1337	500	Natural Odor Eliminator,8 oz,Jar	FRESHWAVE iAQ	545	Cleaning	EA	1	11.61	0.22	6.47	1YRP8	PK	12	110.99	0.22	55
1338	500	Line Marking Paint,20 oz,Black	RUST-OLEUM	1875838	Paint, Equipment and Supplies	EA	1	11.73	0.12	4.06	56FP64	EA	1	11.76	0.12	3.85
1339	500	VF,Cut Res Gloves,Gry,9,24L255,PR	HYFLEX	11-644V	Safety	PR	1	13.99	0.19	6.2	19L418	PR	1	11.39	0.19	3.73
1340	500	Glass Clnr,Spray Can,20oz,HydroForce	CRC	14412	Cleaning	EA	1	9.48	0.22	4.19	5RVT4	EA	1	5.77	0.22	2.4
1341	500	Electrical Box,Handy,13.0 cu. in.	RACO	660	Electrical	EA	1	4.34	0.23	1.7	4A239	EA	1	5.47	0.23	1.87
1342	500	Rust Preventative Spray Paint,Safety Red	RUST-OLEUM	7564838	Paint, Equipment and Supplies	EA	1	18.53	0.12	6.21	800T36	EA	1	11.76	0.12	4.66
1343	500	Marking Paint,Nt Wgt17oz,Flscnt Hot Pink	KRYLON INDUSTRIAL	A03622007	Paint, Equipment and Supplies	EA	1	13.26	0.12	4.31	6YH17	EA	1	10.45	0.12	3.82
1344	500	Plug-In CFL Bulb,3500K,26W,10,000 hr	CURRENT	F26D8X/835/ECO	Lighting	EA	1	11.59	0.22	5	56GK49	EA	1	4.77	0.22	3.72
1345	500	Coated Gloves,3/4 Dip,10-3/4",L	MCR SAFETY	96781L	Safety	PR	1	5.29	0.19	2.23	55LA40	PR	1	6.04	0.19	2.43
1346	500	Precision Line Marking Paint,20oz,Silver	RUST-OLEUM	239007	Paint, Equipment and Supplies	EA	1	12.43	0.12	4.21	6KP41	EA	1	11.32	0.12	4.09
1347	500	Sports Drink Mix,Glacier Freeze,PK10	GATORADE	04457	Safety	PK	10	11.39	0.19	8.31	24A951	PK	10	10.09	0.19	4.65
1348	500	Plug-In CFL Bulb,40W,3150 lm,3500K	SYLVANIA	FT40DL/835/RS/ECO	Lighting	EA	1	6.31	0.22	4.52	4VC26	EA	1	18.83	0.22	8.13
1349	500	Loose Absorbent,Cellulose,Kaplin	PIG	PLP213-1	Safety	EA	1	33.39	0.19	15.31	38PP6	EA	1	24.96	0.19	11.85
1350	500	Disposable Gloves,Nitrile,2XL,PK100	MICROFLEX	BD-1005-NPF-XXL	Safety	PK	100	16.58	0.19	12.22	53CV62	PK	100	13.94	0.19	9.98
1351	500	ADA Handle,Sloan	SLOAN	B73A	Plumbing	EA	1	31.91	0.2	15.38	2VDZ9	EA	1	58.17	0.2	35.46
1352	500	Spot-Free Stainless Steel	CLR	G-CSS-12	Cleaning	EA	1	14.81	0.22	10.4	24Y898	EA	1	9.23	0.22	5.39
1353	500	Elec Tape,66 ft Lx3/4 in W,7 mil,Orange	3M	10869	Adhesives, Sealants and Tape	EA	1	13.42	0.1	7.15	19N742	EA	1	10.64	0.1	1.94
1354	500	Cap,Wrot Copper,1/2" Tube,C	NIBCO	U617 1/2	Plumbing	EA	1	0.97	0.2	0.58						
1355	500	Precision Line Marking Paint,20 oz,Black	RUST-OLEUM	1675838V	Paint, Equipment and Supplies	EA	1	12.49	0.12	4.09	56FP64	EA	1	11.76	0.12	3.85
1356	500	Coated Gloves,Cotton/Polyester,XL,PR	MCR SAFETY	9688VXL	Safety	PR	1	7.65	0.19	4	48UR55	PR	1	3.48	0.19	2.13
1357	500	Ear Muffs,Over-the-Head,NRR 30dB	3M PELTOR	H10A	Safety	EA	1	57.16	0.19	30.99	26X629	EA	1	15.89	0.19	5.36
1358	500	Slip Joint Coupling,Sloan,PK2	SLOAN	F2AA	Plumbing	PK	2	13.95	0.2	8.51	2VEA2	EA	1	13.88	0.2	8.33
1359	500	Fly Trap,25 In. L,1-1/2 In. W,PK4	CATCHMASTER	9144M4	Outdoor Equipment	PK	4	1.63	0.12	1.32	5ZPK8	PK	4	1.94	0.12	1.34
1360	500	Disposable Gloves,Latex,Natural,L,PK100	TOUCHNTUFF	69-210	Safety	PK	100	18.45	0.19	12.67	10DB65	PK	100	21.92	0.19	10
1361	500	Rust Preventative Spray Paint,Alkyd Base	RUST-OLEUM	7538838	Paint, Equipment and Supplies	EA	1	18.53	0.12	6.21	801GF1	EA	1	13.18	0.12	7
1362	500	Battery,Lithium,Size 123,3VDC,PK2	STREAMLIGHT	85175	Electronics, Appliances, and Batteries	PK	2	10.14	0.19	4.46	11W123	PK	12	57.75	0.19	18.67
1363	500	Coated Gloves,3/4 Dip,9-1/2",M,	MCR SAFETY	9673M	Safety	PR	1	4.43	0.19	1.84	19L495	PR	1	2.03	0.19	1.4
1364	500	Screwdriver Set, NmPcs8	KLEIN TOOLS	85078	Hand Tools	EA	1	100.48	0.14	60.29	401L82	EA	1	60.44	0.14	21.46
1365	500	Sign Post,Green,Steel,6 ft L	TAPCO	054-00013	Safety	EA	1	18.34	0.19	10.48	3JY32	EA	1	32.04	0.19	16.29
1366	500	Combination Padlock,2 in,Round,Silver	MASTER LOCK	1525BLU	Security	EA	1	13.19	0.15	8.6	483N11	EA	1	9.49	0.15	7.61
1367	500	Duct Tape,Black,9.1 m Tape L	GORILLA	105631	Adhesives, Sealants and Tape	EA	1	10.26	0.1	8.59	49JR16	EA	1	31.23	0.1	16.5
1368	500	Terminal Block Jumper,Copper,Plastic,Red	SCHNEIDER ELECTRIC	NSYTRAL22	Electrical	EA	1	1.16	0.23	0.67	23NY20	EA	1	0.85	0.23	0.47
1369	500	Disinfectant,Lemon,1 gal,PK4	ZEP	434424	Cleaning	PK	4	191.86	0.22	80	32GR61	PK	4	168.18	0.22	80.87
1370	500	2.5 oz.,Aerosol,Lock Dry Lubricant	3-IN-ONE	120077	Lubrication	EA	1	8.6	0.1	4.25						
1371	500	Pipe Insulation,ID 1/2",Wall Thick 1/2"	OWENS CORNING	722579	Plumbing	EA	1	11.66	0.2	4.51						
1372	500	Lubricant/Corrosion Inhibitor,11.75 oz.	FLUID FILM	AS-11	Paint, Equipment and Supplies	EA	1	15.52	0.12	7.29	10N784	EA	1	11.31	0.12	5.41
1373	500	Grease,Tacky,EP,14.1 oz,Red	VALVOLINE	VV7012410	Fleet and Vehicle Maintenance	EA	1	9.39	0.08	4.18	4NPU4	EA	1	9.47	0.08	4.3
1374	500	90 Elbow, Cast Iron, 1 1/2 in, FNPT	ANVIL	0300001401	Plumbing	EA	1	16.91	0.2	10	4KUR2	EA	1	26.52	0.2	16.61
1375	500	FLUOR Ballast,Electronic,Instant,49W	CURRENT	GE232M4XP-L-ULTRA	Lighting	EA	1	23.24	0.22	13.66	2MCX5	EA	1	25.09	0.22	12.73
1376	500	Push-In Connector,Gray,0.73",440V	WAGO	221-482	Electrical	EA	1	2.38	0.23	1.65						
1377	500	Combination Padlock,1 1/2 in,Rectangle	MASTER LOCK	175LHSS	Security	EA	1	36.14	0.15	21.99	Z83XW1	EA	1	19.8	0.15	12.87
1378	500	Disposable Gloves,Rubber Latex,L,PK100	MICROFLEX	EV-2050-L	Safety	PK	100	23.39	0.19	14.67	60XM84	PK	100	18.45	0.19	12.67
1379	500	Safety Glasses,Clear,Uncoated	HONEYWELL UVEX	S301CS	Safety	EA	1	4.18	0.19	1.87	4VCG3	EA	1	1.62	0.19	0.87
1380	500	Coated Gloves,Nylon,2XL,PR	MCR SAFETY	9669XXL	Safety	PR	1	2.19	0.19	1.42	48UP90	PR	1	1.75	0.19	0.98
1381	500	Tape Measure,Steel,Yellow/Black,25 ft.	STANLEY	33HT33825	Hand Tools	EA	1	21.64	0.14	8.4	24Z086	EA	1	6.94	0.14	2.13
1382	500	Linear LED Bulb,T8,24"L,2-Pin(G13),3500K	CURRENT	LED9BDT8/G2/835	Lighting	EA	1	16.59	0.22	11.65	55GU01	EA	1	16.33	0.22	11.65
1383	500	Ice Scraper,6 in. L,Plastic Grip,Black	SUBZERO	16211	Fleet and Vehicle Maintenance	EA	1	3.46	0.08	2.25	60K775	EA	1	3.22	0.08	2
1384	500	Knockout Plug,Conduit Size 1"	RACO	1044	Electrical	EA	1	1.79	0.23	0.71						
1385	500	Chemical Resistant Glove,13 mil,Sz 10,PR	ALPHATEC	88-390	Safety	PR	1	1.65	0.19	0.82	48UP19	PR	1	1.25	0.19	0.902

1386	500	HPS Bulb,ED17,E26,6400 lm,70W	CURRENT	LU70/MED/ECO	Lighting	2VG32	EA	1	27.77	0.22	12.64	56GJ89	EA	1	28	0.22	13.904
1387	500	Electrical Box Cover,Square,4 in.	RACO	902C	Electrical	5AA31	EA	1	4.35	0.23	1.49						
1388	500	Valve Rebuild Kit	AMERICAN STANDARD	066298-0070A	Plumbing	4THK2	EA	1	53.12	0.2	32.46						
1389	500	Plug-In CFL Bulb,3500K,26W,17,000 hr	CURRENT	F26TBX/835/A/ECO	Lighting	1PGZ9	EA	1	24.05	0.22	7.2	56GK69	EA	1	7	0.22	4.9
1390	500	Plug-In CFL Bulb,4100K,26W,17,000 hr	CURRENT	F26TBX/841/A/ECO	Lighting	1PHA1	EA	1	16.51	0.22	7.97	56GK52	EA	1	7	0.22	5.46
1391	500	Control Stop Repair Kit,Sloan	SLOAN	H1006A	Plumbing	5XTH3	EA	1	24.98	0.2	14.41	2VEE1	EA	1	22.97	0.2	13.31
1392	500	Filler Plate,Flush,1.90inW	SQUARE D	QOFP	Electrical	1D443	EA	1	5.32	0.23	2.47						
1393	500	Mobilgrease FM 222, Cartridge,14oz	MOBIL	121956	Lubrication	2RV34	EA	1	14.17	0.1	6.66	4JB56	EA	1	24.25	0.1	10.2
1394	500	Linear Fluorescent Bulb,14W,4100K	SYLVANIA	FP14/841/ECO	Lighting	56GK54	EA	1	4.25	0.22	3.04	5AE14	EA	1	12.66	0.22	8.88
1395	500	Face Mask,Black,Universal	MAXIT	101910409	Safety	1GUF7	EA	1	15.56	0.19	6	16W662	EA	1	12.54	0.19	5.71
1396	500	Spray Paint ,Light Gray,12 oz.	RUST-OLEUM	214645	Paint, Equipment and Supplies	2RE51	EA	1	11.73	0.12	5.22	2RE52	EA	1	8.54	0.12	4.39
1397	500	Funnel,9in,X1-1/8in.,Yellow	EAGLE	F15FUN	Safety	6XB53	EA	1	11.98	0.19	7.06	1NJZ2	EA	1	7.99	0.19	5.52
1398	500	Hand Cleaner,,GY,1 gal,Citrus	GOJO	0955-02	Cleaning	782K27	EA	1	43.38	0.22	26.07	5PA47	EA	1	42.76	0.22	28.677
1399	500	Weatherproof Box,1Gang,3Inlet, Alum	BELL	5320-0	Electrical	3KGB3	EA	1	6.58	0.23	3.64	3KGB4	EA	1	7.11	0.23	4.004
1400	500	Disinfectant Spray,Original,19 oz,PK12	LYSOL	REC 04650	Cleaning	3WU88	PK	12	196.46	0.22	85.81	24Y904	EA	1	7.87	0.22	5.49
1401	500	Diaphragm Assembly,Manual,Urinals,0.5GPF	SLOAN	A43A	Plumbing	2VED6	EA	1	35.42	0.2	22.57						
1402	500	Marking Paint,20oz,Fluorescent RedOrange	RUST-OLEUM	264699	Paint, Equipment and Supplies	21CJ74	EA	1	11.01	0.12	3.85	783AC6	EA	1	10.78	0.12	3.82
1403	500	Hand Soap,Amber,1,250 mL,Fresh Fruit,PK4	GOJO	5162-04	Cleaning	56JM28	PK	4	136.04	0.22	60.3	55KJ51	PK	4	85.82	0.22	34.2
1404	500	Paper Towel Roll,1150,Brown,26495,PK6	GEORGIA-PACIFIC	26495	Cleaning	52RW78	PK	6	169.89	0.22	85	492R33	EA	1	30.82	0.22	12.5
1405	500	Banded Ear Plugs,Bell,25dB	MOLDEX	6506	Safety	3EAU4	EA	1	12.23	0.19	5.86	3EAU3	PK	5	5.16	0.19	2.49
1406	500	Shelf Bin,Blue,Polypropylene,4 in	QUANTUM STORAGE SYSTEMS	QSB102BL	Material Handling	9W264	EA	1	5.43	0.15	2.84						
1407	500	Coated Gloves,Black/Gray,L	SHOWA	300BL-09	Safety	3NGX7	PR	1	4.81	0.19	2.27	48UR54	PR	1	3.48	0.19	1.96
1408	500	Disp Glv,Blue,Nitrile,Exam PF,M,PK250	MICROFLEX	XC-310	Safety	794H50	PK	250	30.65	0.19	22.35	793JR3	PK	100	12.38	0.19	8.2
1409	500	Exam Glove,Nitrile,Full Texture,L,PK100	MICROFLEX	N85	Safety	795WN9	PK	100	16.43	0.19	11.42	48UMA1	PK	100	13.94	0.19	9.98
1410	500	Spring Snap,HD,Steel,L 2 In	LUCKY LINE PRODUCTS	4FCE2	Hardware	4FCE2	EA	1	1.31	0.05	0.78	1RCB7	EA	1	1.25	0.05	0.82
1411	500	Multipurpose Grease,Cartridge,14oz	JET-LUBE	31750	Lubrication	26W737	EA	1	27.97	0.1	9.38	1MUC1	EA	1	10.72	0.1	4.33
1412	500	11 oz.,Aerosol,Lubricant	BLASTER	16-SL	Lubrication	16W546	EA	1	9.03	0.1	4.39	21A073	EA	1	6.21	0.1	4.33
1413	500	Visor with Neck Shade,Polyester,Lime	CHILL-ITS BY ERGODYNE	6660	Safety	197Z64	EA	1	18.11	0.19	7.33	9Y044	EA	1	17.89	0.19	7.09
1414	500	Chem Res Gloves,Size 10,PR	ALPHATEC	87-224	Safety	2RA60	PR	1	3.61	0.19	2.29	6UF99	PR	1	2.97	0.19	2.36
1415	500	Paper Towel Roll,85,White,27385,PK30	GEORGIA-PACIFIC	27385	Cleaning	5ERE2	PK	30	83.24	0.22	37.12	60NP76	PK	30	58.54	0.22	26.41
1416	500	Eyewash Spray Head,1/4" NPT,GS	GUARDIAN EQUIPMENT	AP470-001	Safety	2LVE9	EA	1	23.74	0.19	15.43						
1417	500	Hang and Stack Bin,Blue,PP,5 in	QUANTUM STORAGE SYSTEMS	QUS234BL	Material Handling	9DUX5	EA	1	11.26	0.15	5.84	4TJ76	EA	1	16.34	0.15	4.92
1418	500	ConstructionAdhesive,10.5fl oz,Cartridge	TITEBOND	3401	Adhesives, Sealants and Tape	1FCB8	EA	1	5.05	0.1	3.28	5E089	EA	1	4.31	0.1	2.96
1419	500	Solenoid Assembly,Sloan	SLOAN	EBV136A	Plumbing	2XU20	EA	1	52.73	0.2	28.7						
1420	500	Filter,Magenta,Bayonet,PK2	3M	2097	Safety	4JG29	PK	2	21.96	0.19	10.82	4JG27	PK	2	14.76	0.19	7.57
1421	500	Marking Paint,20 oz,Fluorescent Orange	KRYLON INDUSTRIAL	A03700004	Paint, Equipment and Supplies	38EL41	EA	1	11.58	0.12	3.76	783AC6	EA	1	10.78	0.12	3.82
1422	500	Cut-Off Wheel,Ceramic,7/8" Arbor Hole	DEWALT	DWA8957F	Abrasives	49ZZ85	EA	1	4.2	0.1	2.95	1AUC1	EA	1	5.23	0.1	2.61
1423	500	Surface-Conditioning Disc,2 in Dia,TR	SCOTCH-BRITE	7000000751	Abrasives	4ZR34	EA	1	2.53	0.1	1.64	435Z13	EA	1	1.59	0.1	1.13
1424	500	Disposable Gloves,Nitrile,XL,PK100	MCR SAFETY	6016OXL	Safety	415M90	PK	100	36.84	0.19	18.87	793FT4	PK	50	18.42	0.19	16.96
1425	500	Tongue and Groove Plier,9-1/2" L	CHANNELLOCK	422	Hand Tools	4CK38	EA	1	23.69	0.14	14.78	5LJ56	EA	1	18.85	0.14	11.39
1426	500	Padlock Tag,Each	BRADY	105722	Safety	3PDD6	EA	1	4.27	0.19	2.26	48RU16	EA	1	19.79	0.19	10.21
1427	500	Trigger Spray Bottle,16oz,10 3/8"H,Clear	IMPACT	5016/S816DZ-91	Cleaning	39FC97	EA	1	5.36	0.22	2.53	5MN56	EA	1	4.12	0.22	2.783
1428	500	OneHoleLugCmprsnConn,STD,Blue,374/7	BURNDY	YA6CL1BOX	Electrical	22C297	EA	1	5.31	0.23	2.18						
1429	500	Hang and Stack Bin,Yellow,PP,7 in	QUANTUM STORAGE SYSTEMS	QUS240YL	Material Handling	8X103	EA	1	17.98	0.15	9.78	5W874	EA	1	18.66	0.15	9.71
1430	500	While In Use Weatherproof Cover,4 In. W	TAYMAC	MM410C	Electrical	38R657	EA	1	16.59	0.23	5.64	38R671	EA	1	9.18	0.23	3.7
1431	500	Battery,Alkaline,Premium,PK4	DURACELL	MN1500B4Z	Electronics, Appliances, and Batteries	3WA11	PK	4	7.23	0.19	3.33	423L14	PK	4	2.39	0.19	1.26
1432	500	GenPurp Headlamp,Plastic,Black;Red,450lm	MILWAUKEE	2104	Lighting	55JC13	EA	1	71.04	0.22	49.87	797NT4	EA	1	27.48	0.22	22.64
1433	500	Hand Sanitizer,Bottle,Liquid,PK24	PURELL	9651-24	Cleaning	20W448	PK	24	105.19	0.22	41.18	56LG31	EA	1	2.11	0.22	1.477
1434	500	US Flag,4x6 Ft,Nylon	NYLGLO	2140	Office Supplies	3JN77	EA	1	73.86	0.05	38.58	3JN76	EA	1	50.28	0.05	28.72
1435	500	Construction Adhesive,10 fl oz,Cartridge	LIQUID NAILS	LN-704	Adhesives, Sealants and Tape	444D81	EA	1	5.61	0.1	2.95	5E089	EA	1	4.31	0.1	2.96
1436	500	Bulb Recycling Box,48"Lx8-1/2"Wx8-1/2"D	SUPPLYPAK	Supply-280	Lighting	48TJ51	EA	1	7.29	0.22	3.46						
1437	500	Paper Towel Roll,800,White,26601,PK6	GEORGIA-PACIFIC	26601	Cleaning	4ECN3	PK	6	100.94	0.22	45.88	38X645	PK	6	73.37	0.22	27.87
1438	500	Nitrile Gloves,XL,PK100	MECHANIX WEAR	D13-05-011-100	Safety	60NP52	PK	100	44.58	0.19	31.09	794H46	PK	100	21.27	0.19	8.11
1439	500	Combination Cartridge/Filter,Bayonet,PK2	3M	60923	Safety	4JG12	PK	2	47.03	0.19	24.8	16M232	PR	1	40.52	0.19	20.22
1440	500	Fuse,Class RKS,15A,FRS-R Series	BUSSMANN	FRS-R-15	Electrical	1A703	EA	1	26.62	0.23	9.09	486L29	EA	1	14.88	0.23	4.09
1441	500	Masking Tape,1 7/8" W,60 yd L,Tan	SHURTAPE	CP 83	Adhesives, Sealants and Tape	22XN45	EA	1	7.57	0.1	3.56	497C15	EA	1	8.43	0.1	3.79
1442	500	Windshield Washer,16 oz.,Plastic Bottle	GUNK	M516	Fleet and Vehicle Maintenance	54YK28	EA	1	7.69	0.08	5.36	54YK27	EA	1	3.18	0.08	2.09
1443	500	Spud,American Standard	AMERICAN STANDARD	047007-0070A	Plumbing	4THJ7	EA	1	24.63	0.2	13.53	5LX21	EA	1	10.32	0.2	4.22
1444	500	Coated Gloves,Nitrile,Black/Gray,8	HYFLEX	11-840	Safety	20KJ46	PR	1	6.49	0.19	3.89	60WF88	PR	1	4.27	0.19	2.58
1445	500	Coupling,Steel,Overall L 2 13/64in	RACO	2923	Electrical	52AU62	EA	1	1.87	0.23	0.84	52AU65	EA	1	3.53	0.23	0.924
1446	500	Stripping Pad,20 In,Black,PKS	3M	7200	Cleaning	3UJ74	PK	5	91.75	0.22	39.87	402W04	PK	5	34.92	0.22	13.11
1447	500	Disposable Gloves,Nitrile,M,PK100	SHOWA	6112PFM	Safety	160F59	PK	100	18.72	0.19	8.54	4JY27	PK	50	17.66	0.19	5
1448	500	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED15ET8/G/4/850	Lighting	48PY03	EA	1	18.49	0.22	9.1	40GT69	EA	1	14.02	0.22	5.42
1449	500	15.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	F15T8/CW 25PK	Lighting	492X80	EA	1	8.17	0.22	5.16						
1450	500	8.5 W,PL Horizontal,4-Pin (G24q/GX24)	PHILIPS	8.5PL-C/T LED/26H-3500 IF 4P 10/1	Lighting	442A60	EA	1	22.09	0.22	8.93	44ZAS8	EA	1	17.43	0.22	9.24
1451	500	MVP Actuator And Cartridge	CHICAGO FAUCETS	667-080KJKABNF	Plumbing	2HXY2	EA	1	85.17	0.2	46.13						
1452	500	Safety Glasses,Gray	PYRAMEX	SB5620D	Safety	23YS88	EA	1	6.49	0.19	2.78	23Y607	EA	1	4.75	0.19	3.4
1453	500	Connector,Steel,Overall L 1in	RACO	2902	Electrical	43GX80	EA	1	1.47	0.23	0.62						
1454	500	Ear Plugs,Corded,Contoured-T,32dB,PK100	HONEYWELL HOWARD LEIGHT	LL-30	Safety	6XF60	PK	100	46.21	0.19	20.95	22ED81	PK	100	31.76	0.19	17.53
1455	500	Filter Element,Paper,1.37" Ht,4" OD	SOLBERG	10	Pneumatics	4FY38	EA	1	11.99	0.11	5.51						
1456	500	Half Mask Respirator,Elastomer,Gray	3M	6200	Safety	6AD97	EA	1	25.23	0.19	13.65	6DMT9	EA	1	23.52	0.19	13.5
1457	500	Nitrile Gloves,L,PK100	MECHANIX WEAR	D13-05-010-100	Safety	60NP51	PK	100	44.58	0.19	31.09	794H45	PK	100	21.27	0.19	8.11
1458	500	CutOff Wheel,A60S,4-1/2"x.045"x7/8"	UNITED ABRASIVES-SAIT	23101	Abrasives	1ATZ3	EA	1	4	0.1	1.65	447P96	EA	1	2.35	0.1	1.43
1459	500	Linear LED Bulb,T8,47-3/4" L,G13,4000K	PHILIPS	13T8/MAS/48-840/IF21/P/DIM 10/1	Lighting	40QT76	EA	1	21.16	0.22	13.98	56LF73	EA	1	13.53	0.22	10.45
1460	500	LED,12 W,T8,Medium Bi-Pin (G13)	PHILIPS	12T8/CW/48-840/IF18/G 10/1	Lighting	60WT53	EA	1	17.44	0.22	4.7	307VC4	EA	1	15.73	0.22	6.71
1461	500	Handheld Flashlight,Plastic,Yellow,150lm	RAILHEAD GEAR	KE-FL40	Lighting	39F126	EA	1	14.4	0.22	7.76	3ZZN12	EA	1	7.25	0.22	3.5
1462	500	Cut Resist Gloves,Light Gray,11	HYFLEX	11-644	Safety	24L257	PR	1	14.23	0.19	7.74	19L420	PR	1	11.39	0.19	3.73
1463	500	Abrasive Cut-Off Wheel,4-1/2" dia.	3M	87466	Abrasives	450Y24	EA	1	5.05	0.1	2.29	49ZZ85	EA	1	4.2	0.1	2.95
1464	500	Door Stop,Wall Mount,SS,Silver	ROCKWOOD	406 US32D	Hardware	457D34	EA	1	4.78	0.05	2.86	1XNN4	EA	1	4.73	0.05	0.66
1465	500	CutOff Wheel,A-1/2"x.045"x7/8"	METABO	655997000	Abrasives	20PH31	EA	1	3.54	0.1	1.65	447P96	EA	1	2.35	0.1	1.43
1466	500	Automotive Fuse,20A,Blade,ATC Series	BUSSMANN	ATC-20	Electrical	1BZ35	EA	1	1.81	0.23	0.67	2FCZ2	PK	5	3.34	0.23	1.63
1467	500	Double Eye Wash Station 32 oz.	HONEYWELL	32-000462-0000-HS	Safety	3ARD8	EA	1	79.56	0.19	51.71	36N060	EA	1	51.27	0.19	28.6
1468	500	StgeTote,DkIndigoMetallic,Solid,Lin LDPE	RUBBERMAID	RMRT180000	Material Handling	60VZ20	EA	1	31.54	0.15	21.71	52VN72	EA	1	18.86	0.15	15.27
1469	500	Stretch Wrap,Blown,Standard Duty	GOODWRAPPERS	15A846	Material Handling	15A846	EA	1	31.59	0.15	13.85	15A908	EA	1	25.53	0.15	11.78
1470	500	Coated Gloves,Palm and Fingers,L,10",PR	MCR SAFETY	N9690L	Safety	4KWZ8	PR	1	13.13	0.19	6.72	2EL16	PR	1	6.97	0.19	2.84
1471	500	Spiral Band,1 in Dia,1 in W,.50 Grit	MERIT	08834193747	Abrasives	50JT73	EA	1	0.53	0.1	0.44	49VU45	EA	1	0.98	0.1	0.74
1472	500	Spray Paint,Equipment Yellow,15 oz.	RUST-OLEUM	V2148838	Paint, Equipment and Supplies	2FP65	EA	1	15.38	0.12	5.94	2FP64	EA	1	11.35	0.12	6.82
1473	500	Car Wash Liquid,100 oz. Container Size	RAINX	5072084	Fleet and Vehicle Maintenance	465D23	EA	1	15.31	0.08	6.48	48HN72	EA	1	13.31	0.08	6.43
1474	500	Hang and Stack Bin,Blue,Plastic,5 in	AKRO-MILS	30234BLUE	Material Handling	4TJ76	EA	1	16.34	0.15	4.92	9DUX5	EA	1	11.26	0.15	5.84
1475	500	Mounting Strap,Ivory,Steel,Straps	LEGRAND	V704	Electrical	3YYS2	EA	1	1.11	0.23	0.57						
1476	500	Cable Hanger,Steel,Overall L 1.13in	RACO	2053TH	Electrical	5SYF20	EA	1	1.08	0.23	0.69						
1477	500	Connector,Steel,Overall L 1 15/32in	RACO	2003	Electrical	52AU61	EA	1	0.91	0.23	0.49	52AU46	EA	1	1.26	0.23	0.539
1478	500	Safety Glasses,Clear	HONEYWELL UVEX	S3200	Safety	6XF72	EA	1	18.2	0.19	7.46	5JE24	EA	1	6	0.19	1.57
1479	500	Multipurpose Grease,Cartridge,14oz	MOBIL	122129	Lubrication	4ZF48	EA	1	23.4	0.1	9.13	39EM09	EA	1	11.78	0.1	5.21
1480	500	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	USE-880-L	Safety	3NEX8	PK	100	20.57	0.19	15.33	36J015	PK	100	15.99	0.19	11.69
1481	500	Scouring Pad,9 in L,Green,PK20	3M	96	Cleaning	2UG43	PK	20	29.82	0.22	13.44	5LG75	PK	10	8.32	0.22	3.33
1482	500	Connector,Steel,Overall L 1 51/64in	RACO	2903RT	Electrical	52AU57	EA	1	3.73	0.23	1.44	52AU91	EA	1	1.74	0.23	0.89
1483	500	Sterile Gauze Pad,Sterile,White,Yes,PK4	HONEYWELL	020430	Safety	1UZZ5	PK	4	4.08	0.19	1.39	3JMD9	PK	10	4.27	0.19	1.19
1484	500	Jobber Drill,1/8",HSS	CHICAGO-LATROBE	44008	Machining	1F497	EA	1	2.12	0.07	1.33	2UFA6	PK	2	3.56	0.07	0.97
1485	500	Cut-Resistant Sleeve,A7,9"	HEXARMOR	AG10009S-L (9)	Safety	2PJ29	EA	1	77.09	0.19	32.85	38XH82	EA	1	70.29	0.19	35.17
1486	500	First Aid Kit,Fabric,131 Pieces	FIRST AID ONLY	FAO-428	Safety	40JH27	EA	1	24.28	0.19	12.52	40JH44	EA	1	24.11	0.19	11.04
1487	500	Hybrid Sealant,White,5lb-190	SUREBOND	SB-190 T WHITE	Adhesives, Sealants and Tape	25J627	EA	1	16.37	0.1	7.51	49LK56	EA	1	6.76	0.1	3.2
1488	500	Screwdriver,Phillips,Magnetic,#2,8"L	STANLEY	64-102-A	Hand Tools	53T19	EA	1	7	0.14	3.98	783HU2	EA	1	3.63	0.14	2.64
1489	500	Disposable Gloves,Nitrile,L,PK100	TOUCHNTUFF	92-500	Safety	4GC46	PK	100	25.29	0.19	10.58	2XMA4	PK	100	16.95	0.19	6.63
1490	500	Trufuel 50 to 1,2 Cycle Mix,PK6	TRUSOUTH	6525638	Fleet and Vehicle Maintenance	33GY44	PK	6	76.73	0.08	49.87						
1491	500	Replacement Swab Heads,3.5" L,White,PK2	UNGER	B5RHR	Cleaning	1NXF7	PK	2	14.88	0.22	8.49	2XE26	PK	2	16.56	0.22	9.339
1492	500	Water Softener Salt, 50 lb, Pellets	DIAMOND CRYSTAL	100012467	Plumbing	45CL36	EA	1	29.34	0.2	15.49	52ZX55	EA	1	25.04	0.2	13.53
1493	500	Prison Toilet Control Stop Stems,Acorn	ACORN	2570-014-000	Plumbing	2EW47	EA	1	10.69	0.2	7.2						
1494	500	Cut-Resistant Gloves,2XL/11,PR	ACTIVARMR	80-400	Safety	5LRF0	PR	1	9.51	0.19	5.69	484T57	PR	1	3.71	0.19	2.29
1495	500	Linear LED Bulb,T8,48"L,2-Pin(G13),3500K	CURRENT	LED14BDT8/G4/835	Lighting	494G95	EA	1	12.16	0.22	8.53						
1496	500	Blnk Bx Mnt Wll Plt,Stnd;Slvr,2Gng,Brsh	HUBBELL	S523	Electrical	5C267	EA	1	9.86	0.23	4.38						
1497	500	Linear FLUOR Bulb,T5,45-1/4" L,G5,5000K	CURRENT	F54W/T5/850/HO/ECO	Lighting	5AE36	EA	1	9.62	0.22	5.4	56GK65	EA	1	4.25	0.22	3.04
1498	500	Battery,Alkaline,Size 21/23,12VDC,PK2	DURACELL	MN21	Electronics, Appliances, and Batteries	489D85	PK	2	4.79	0.19	2.04	45EK03	PK	2	5.66	0.19	2.44
1499	500	Hang and Stack Bin,Red,Plastic,3 in	AKRO-MILS	30220RED	Material Handling	2WD73	EA	1	3.86	0.15	1.42	8C925	EA	1	2.21	0.15	0.86
1500	500	Label Cartridge,Black/White,3/4 In. W	BRADY	M21-750-595-WT	Safety	3PXX6	EA	1	55.12	0.19	25.27	20XW92	EA	1	55	0.19	24.98
1501	500	EpoxyAdhesive,DualCartridge,1:1 MixRatio	DEVCON	14265	Adhesives, Sealants and Tape	4TT41	EA	1	36.53	0.1	14.7	5E156	EA	1	20.19	0.1	8.09

1502	500	Zoom Spout Oiler	SUPCO	MO98	Electronics, Appliances, and Batteries	42FF96	EA	1	5.88	0.19	3.99							
1503	500	Reciprocating Saw Blade,TPI 18,PK5	MILWAUKEE	48-00-5184	Power Tools	2AC20	PK	5	16.94	0.11	7.33	6MR71	PK	25	70.98	0.11	30.55	
1504	500	Dup Recept Wll Plt,Stnd;Silver,2Gng,Brsh	HUBBELL	SS82	Electrical	5C229	EA	1	8.99	0.23	3.49	4D107	EA	1	19.13	0.23	12.11	
1505	500	Engine Oil,10W-30,Conventional,1qt	MAG 1	MAG61648	Fleet and Vehicle Maintenance	43Y876	EA	1	5.17	0.08	3.16	43Y892	EA	1	4.64	0.08	2.95	
1506	500	Safety Glasses,Gray	MCR SAFETY	BK112	Safety	9W570	EA	1	2.48	0.19	1.59	6XKD3	EA	1	1.88	0.19	1.18	
1507	500	Cable Hanger,Steel,Overall L 1in	B-LINE BY EATON	BL1410	Electrical	4RHZ4	EA	1	1.76	0.23	0.64	4RHV2	EA	1	1.36	0.23	0.53	
1508	500	Cleaner/Degreaser,Unscented,1 gal,Jug	KRUD KUTTER	KK012	Cleaning	10K005	EA	1	27.35	0.22	15.27	4PCC6	EA	1	7.55	0.2	5.38	
1509	500	CutOff Wheel,GeminiFreeCut,3"x.062"x3/8"	NORTON	66243510647	Abrasives	5A924	EA	1	3.18	0.1	1.5	447P97	EA	1	1.82	0.1	0.77	
1510	500	Chemical Resistant Glove,15 mil,Sz 9,PR	ALPHATEC	37-175	Safety	4T424	PR	1	3.51	0.19	2.02	6JF98	PR	1	2.97	0.19	2.14	
1511	500	Bulb Recycling Kit,48" L x 12" W x 12" D	RECYCLEPAK	SUPPLY-065	Lighting	4CY98	EA	1	187.37	0.22	77	2KNL3	EA	1	110.14	0.22	43.13	
1512	500	FLUOR Ballast,Electronic,Instant,32W	ADVANCE	IOPA-4P32-N	Lighting	36N040	EA	1	30.23	0.22	17.07	6MPT9	EA	1	18.86	0.22	5.87	
1513	500	Safety Glasses,Lens Gray,Polycarbonate	MILWAUKEE	48-73-2108	Safety	787UG0	EA	1	22.85	0.19	16.66	23Y620	EA	1	7.31	0.19	3.94	
1514	500	Utility Knife,6-5/8",Silver with Black	STANLEY	10-788	Hand Tools	5TG43	EA	1	12.58	0.14	8.18	19G963	EA	1	6.68	0.14	3.83	
1515	500	Spray Adhesive,24 fl oz,Aerosol Can	3M	77CA	Adhesives, Sealants and Tape	15E719	EA	1	29.75	0.1	19.41	15E717	EA	1	26.79	0.1	17.31	
1516	500	CPR Filtershield,Universal,Pouch	HONEYWELL	121065	Safety	4T382	EA	1	16.47	0.19	7.25	1PDC3	EA	1	8.95	0.19	3.51	
1517	500	Marking Paint,20 oz,Fluorescent Purple	KRYLON INDUSTRIAL	A03715004	Paint, Equipment and Supplies	38EL43	EA	1	11.58	0.12	3.76							
1518	500	Shelf Bin,Black,Polypropylene,4 in	QUANTUM STORAGE SYSTEMS	QSB1008R	Material Handling	1NTW9	EA	1	3.57	0.15	1.78	4BWG56	EA	1	2.39	0.15	1.26	
1519	500	Neutral FloorCleaner,Liquid,1gal,Jug,PK4	GREENING THE CLEANING	DIN20-4	Cleaning	84.27	EA	4	84.27	0.22	53.99	44AN59	EA	1	13.19	0.22	6.84	
1520	500	Dry Wipe,11" x 16 3/4",White	WYPALL	54015	Cleaning	542V38	EA	1	62.02	0.22	43.54	52WY22	EA	1	17.74	0.22	10.65	
1521	500	Pipe Cement,16 fl oz,Gray	WELD-ON	14184	Adhesives, Sealants and Tape	29JA20	EA	1	23.38	0.1	15.35	6KWT6	EA	1	21.86	0.1	12.64	
1522	500	Silicone Sealant,White,Kitchen,Bath	DAP	7079808667	Adhesives, Sealants and Tape	29RV05	EA	1	18.59	0.1	8.8	22N768	EA	1	13.49	0.1	5.12	
1523	500	Line Marking Paint,20 oz,Fluorescent Red	RUST-OLEUM	1662838V	Paint, Equipment and Supplies	783AE5	EA	1	10.54	0.12	4.09	54TH42	EA	1	13.26	0.12	4.31	
1524	500	Pipe Thread Sealant,9.6076 fl oz,Gray	HERCULES	15420	Adhesives, Sealants and Tape	20CM06	EA	1	7.99	0.1	4.08	4YRW4	EA	1	5.18	0.1	2.45	
1525	500	Recep Wiring Mod,125VAC,6in,Stranded	HUBBELL	SNAP2RNA	Electrical	31A381	EA	1	3.25	0.23	2.25	31A348	EA	1	4.49	0.23	3.4	
1526	500	Fuse,Class RK5,30A,FRS-R Series	BUSSMANN	FRS-R-30	Electrical	1A706	EA	1	28.78	0.23	10.18	486L36	EA	1	15.51	0.23	4.66	
1527	500	Trigger Spray Bottle,32oz,12 1/4"H,Clear	IMPACT	5032WG/4906DZ-91	Cleaning	39FD10	EA	1	5.94	0.22	2.14	39FD09	EA	1	2.24	0.22	1.13	
1528	500	Paint Roller Frame,9"Roll L,12.5"L,Swire	SHUR-LINE	RP50272	Paint, Equipment and Supplies	12G318	EA	1	6.31	0.12	3.24	38UY18	EA	1	3.55	0.12	1.86	
1529	500	Safety Glasses,Indoor/Outdoor Mirror	PYRAMEX	SB8680DT	Safety	45CR30	EA	1	6.26	0.19	3	4VCJ3	EA	1	3.25	0.19	1.15	
1530	500	Glove Liners,Universal,9",PR	REFRIGIWEAR	0302RBLKOSA	Safety	32XK49	PR	1	3.84	0.19	2.27	32XK39	PR	1	1.88	0.19	1.37	
1531	500	Safety Glasses,Gray	PYRAMEX	S2520SN	Safety	34WR21	EA	1	2.59	0.19	1.42	1ETK5	EA	1	2.07	0.19	1.07	
1532	500	Window Squeegee,12 in W,Straight	UNGER	12976	Cleaning	3UJ424	EA	1	22.42	0.22	11.9	1EUB4	EA	1	29.16	0.22	5.16	
1533	500	Construction Adhesive,9 fl oz,Cartridge	GORILLA	8010001	Adhesives, Sealants and Tape	49UU20	EA	1	13.96	0.1	7.06	2PE34	EA	1	5.93	0.1	2.31	
1534	500	Trap Insert,Universal Fit	WATERLESS NO-FLUSH URINAL	3001	Plumbing	2VRW2	EA	1	14.81	0.2	10.66	24X170	EA	1	5.6	0.2	4.24	
1535	500	Block Eraser,Felt,Gray	EXPO	81505	Office Supplies	1JY16	EA	1	5.63	0.05	3.71	30P050	EA	1	4.33	0.05	2.66	
1536	500	Paint Roller Frame,9" Roll L,12 .5" L	PREMIER	912-IMP	Paint, Equipment and Supplies	29UT70	EA	1	4.68	0.12	2.93	38UY20	EA	1	3.19	0.12	2.51	
1537	500	Plug-In CFL Bulb,3000K,40W,20,000 hr	CURRENT	F40/308X/SPX30	Lighting	4VC25	EA	1	17.86	0.22	7.37	56GK17	EA	1	6.38	0.22	4.4	
1538	500	Aerosol Duster,10 oz.,PK2	DUST-OFF	DSXLP	Office Supplies	40KJ50	PK	2	18.18	0.05	10.55	2RRD2	EA	1	12.6	0.05	7.31	
1539	500	EMT Utility Scissors,7-1/2 In. L,Silver	MEDI-FIRST	70901-BK	Safety	11C665	EA	1	8.49	0.19	3.29	9TV03	EA	1	4.26	0.19	2.28	
1540	500	Sunscreen,Tottle Bottle,2.000 oz.	CORTEX	18-202	Safety	1PBT5	EA	1	8.4	0.19	5.05	1PBT3	EA	1	12.24	0.19	4.72	
1541	500	Pallet Rack Decking, 48in x 46in	HUSKY RACK & WIRE	4846A3-G	Material Handling	6GGL3	EA	1	81.12	0.15	35.34	6DTR28	EA	1	65.51	0.15	37.01	
1542	500	Linear LED Lt,T8,48",3000K	CURRENT	LED14ET8/G/4/830	Lighting	46TW17	EA	1	12.36	0.22	7.41	46TT66	EA	1	13.01	0.22	7.41	
1543	500	Hang and Stack Bin,Red,PP,5 in	QUANTUM STORAGE SYSTEMS	QUS230RD	Material Handling	8CA60	EA	1	7.42	0.15	4.07	2WD74	EA	1	8.74	0.15	3.37	
1544	500	Wall Switch Key	HUBBELL WIRING DEVICE-KELLEMS	HBL1209	Electrical	5Z730	EA	1	6.84	0.23	2.9							
1545	500	Connector,Bronze,Overall L 2.313in	RACO	2504	Electrical	2DDE7	EA	1	6.11	0.23	3.87							
1546	500	Ant Killer,0.07 oz.,Blocks,PK4	HOT SHOT	HG-2040W	Outdoor Equipment	36WG40	PK	4	3.96	0.12	2.13	5YAY5	PK	4	2.93	0.12	1.08	
1547	500	Dup Recept Wll Plt,Mid;Wht,1Gng,Smth Stn	HUBBELL	PJBW	Electrical	5SKT68	EA	1	1.23	0.23	0.64							
1548	500	Cold Galvanizing Compound,20 oz	RUST-OLEUM	V2185838	Paint, Equipment and Supplies	5W180	EA	1	24.21	0.12	11.19	6KP26	EA	1	14.78	0.12	5.98	
1549	500	Linear FLUOR Bulb,T5,21-5/8" L,G5,4100K	CURRENT	F14WT5/841/ECO	Lighting	5AE14	EA	1	12.66	0.22	8.88	56GK54	EA	1	4.25	0.22	3.04	
1550	500	Plug-In CFL Bulb,3000K,32W,17,000 hr	CURRENT	F32TBX/830/A/ECO	Lighting	1PHA3	EA	1	14.72	0.22	6.91	56GK16	EA	1	6.8	0.22	4.76	
1551	500	Photocntrl,1/2In Male Pipe Thread,120VAC	INTERMATIC	K4221C	Electrical	6P008	EA	1	28.66	0.23	11.45	2FTT7	EA	1	16.6	0.22	6.03	
1552	500	Depressed Ctr Whl,T27,4.5x1/4x5/8-11,AO	DEWALT	DW4523	Abrasives	4WM67	EA	1	5.04	0.1	2.8	5TU24	EA	1	2.81	0.1	1.94	
1553	500	Penetrant,Aerosol,10oz.	KROIL	KS102C	Lubrication	797A50	EA	1	34.82	0.1	20.14	54YT49	EA	1	7.71	0.1	5.88	
1554	500	Filter Cartridge,50 micron,9 3/4" H	PENTAIR/PENTEK	155053-75	Plumbing	4BA87	EA	1	18.82	0.2	13.55	4BA86	EA	1	8.06	0.2	6.77	
1555	500	Fridge/Freezer Thermometer,-20 to 80F	TAYLOR	350710D	Furniture, Hospitality and Food Service	35HV42	EA	1	8.22	0.05	4.97	35HV38	EA	1	4.65	0.05	2.8	
1556	500	Windshield Washer,De-Icer,Aerosol Can	MOTOR MEDIC	DE1	Fleet and Vehicle Maintenance	54YG19	EA	1	7.14	0.08	5.18	2EXW5	EA	1	6.74	0.08	2.28	
1557	500	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F25T8/TL841/PLUS/ALTO	Lighting	492Y14	EA	1	8.39	0.22	4.26	6XV06	EA	1	7	0.22	2.7	
1558	500	Safety Glass,Clear Lens,Half-Frame	MCR SAFETY	5SKY47	Safety	5SKY47	EA	1	4.74	0.19	3	1VW22	EA	1	4.39	0.19	2.58	
1559	500	Universal Smoke Sensing Technology2-in-1	UNIVERSAL SECURITY INSTRUMENTS	MI3050SB	Safety	39C094	EA	1	33.03	0.19	21.47	3MPL7	EA	1	45.16	0.19	23.617	
1560	500	Replacement Push-Button Spigot	IGLOO	24009	Safety	9J047	EA	1	17.34	0.19	5.65							
1561	500	O-Ring,Acorn	ACORN	2570-028-001	Plumbing	2EWC4	EA	1	10.98	0.2	5.14							
1562	500	Halogen,150 W,T4,E11	CURRENT	Q150CL/MC-ETG	Lighting	2V701	EA	1	20.75	0.22	14							
1563	500	Safety Pin,3.25 in L,0.25 in dia,Steel	BUYERS PRODUCTS	08056	Fasteners	426V12	EA	1	1.13	0.32	0.37	426V11	EA	1	0.99	0.32	0.33	
1564	500	Vehicle Insignia Form,2 Ply,Carbonless	JJ KELLER	8253	Fleet and Vehicle Maintenance	38D299	EA	1	7.41	0.08	4.58	38D302	EA	1	9.23	0.08	5.038	
1565	500	Spring Snap,HD,Steel,L 5 1/2 In	LUCKY LINE PRODUCTS	4GGN9	Hardware	4GGN9	EA	1	7.07	0.05	6.72	4GGN7	EA	1	2.91	0.05	1.89	
1566	500	Electrical Box Cover,2-Gang,4" L	RACO	907C	Electrical	5AA33	EA	1	4.13	0.23	1.49							
1567	500	Safety Glasses,Gray	3M	11327-00000-20	Safety	4DY82	EA	1	4.04	0.19	2.09	4EY97	EA	1	1.97	0.19	0.83	
1568	500	Penlight,Aluminum,Black,100lm	STREAMLIGHT	66118	Lighting	2RVL9	EA	1	38.97	0.22	21.07	2XTH1	EA	1	6.88	0.22	4.92	
1569	500	Duct Tape,Black,2 7/8 in x 25 yd,17 mil	GORILLA	106425	Adhesives, Sealants and Tape	5REA3	EA	1	28.31	0.1	14.44	30F046	EA	1	12.29	0.1	5.88	
1570	500	Quartz MH Bulb,BD17,E26,13,600 lm,175W	CURRENT	MVR175/U/MED	Lighting	6V751	EA	1	32.2	0.22	13.63	56GK66	EA	1	34.98	0.22	18.23	
1571	500	Mixing Tee,Acorn	ACORN	2570-041-000	Plumbing	24E590	EA	1	10.89	0.2	7.55							
1572	500	Safety Glasses,Clear	MCR SAFETY	SS110	Safety	9AA35	EA	1	2.15	0.19	1.25	34WR31	EA	1	1.84	0.19	1.22	
1573	500	Wire Connector,Insulated,14 AWG,2/0 AWG	POLARIS	ISPB2/0-3B	Electrical	794HT9	EA	1	47.92	0.23	33.21	794HU4	EA	1	37.32	0.23	24.23	
1574	500	Line Marking Paint,20 oz,Fluor. Purple	RUST-OLEUM	1869838	Paint, Equipment and Supplies	6YH20	EA	1	10.45	0.12	3.82	54TH44	EA	1	13.26	0.12	4.31	
1575	500	Linear Fluorescent Bulb,28W,5000K	SYLVANIA	FO28/850/XP/SS/ECO3	Lighting	56GK48	EA	1	4.37	0.22	3.13	2ETU4	EA	1	7.16	0.22	3.72	
1576	500	Chemical Resistant Glove,17 mil,Sz 7,PR	ALPHATEC	87-198	Safety	1RL35	PR	1	1.8	0.19	0.98	6EUP16	PR	1	1.25	0.19	1.078	
1577	500	Disposable Gloves,Nitrile,M,PK100	TOUCHNTUFF	92-575	Safety	1RL61	PK	100	26.63	0.19	11.65	4BUM40	PK	100	13.94	0.19	8.05	
1578	500	Disposable Gloves,Beaded Cuff,PK100	MICROFLEX	V28	Safety	787ET2	PK	100	9.84	0.19	6.67	49AE64	PK	100	9.37	0.19	6.67	
1579	500	S Hook,1/4 in. Opening,1-1/4 in.	NVENT CADDY	771	Fasteners	2KXK4	EA	1	0.41	0.32	0.24	22DK3	PK	50	6.02	0.32	1.49	
1580	500	Mechanics Gloves,L/9.9-3/4",PR	IRONCLAD	EXO-HSY-04-L	Safety	45VK39	PR	1	12.33	0.19	8.01	488C41	PR	1	11.69	0.19	8.17	
1581	500	Box of Steel Tool Pins,Course	S.O.S	88320	Abrasives	3LFV7	EA	1	8.55	0.1	5.27	4GKK9	PK	16	4.67	0.1	1.77	
1582	500	Leather Gloves,Universal Size	BDG	40-1-1511PP	Safety	5SLC77	PR	1	5.92	0.19	4.32	5JH02	PR	1	4.58	0.19	2.9	
1583	500	Hip Wader,Men's,12,Steel,Black/Yellow,PR	TALON TRAX	5T258	Safety	5T258	PR	1	95.01	0.19	57.44	8X331	PR	1	107.87	0.19	63.184	
1584	500	Fire Ext. Bracket,Steel	KIDDE	46640020	Safety	4T308	EA	1	9.43	0.19	6.4							
1585	500	Hole Seal,0.87 In Hole dia.,Steel	WIEGMANN	WAS050	Electrical	6C749	EA	1	9.16	0.23	5.8	6UUK0	EA	1	15.56	0.23	12.84	
1586	500	Battery,Alkaline,C,Everyday,PK6	RAYOVAC	ALC6	Electronics, Appliances, and Batteries	3WA31	PK	6	7.96	0.19	6.45	38W367	PK	12	15.43	0.19	8.57	
1587	500	Spray Paint,Chrome,11 oz.	RUST-OLEUM	7718830	Paint, Equipment and Supplies	30RK24	EA	1	20.55	0.12	7.42	38EM47	EA	1	17.15	0.12	6.55	
1588	500	Fluorescent Ballast,Electronic,Rapid,40W	ADVANCE	ICN-2S40-N	Lighting	4FZN3	EA	1	33.59	0.22	14.74	5ZND2	EA	1	23.76	0.22	15.01	
1589	500	Aerated Outlet,15/16 in - 27,Chrome	DELTA	RP19754	Plumbing	46KL99	EA	1	12.28	0.2	8.84	4XGF5	EA	1	3.64	0.2	2.79	
1590	500	Adj. Bungee Strap,Black,36" L	KEEPER	06268	Material Handling	39J422	EA	1	4.81	0.15	2.87	39J421	EA	1	3.8	0.15	1.98	
1591	500	Hand and Surface Scrubbing Towels	GOJO	6396-06	Cleaning	782L06	EA	1	25.74	0.22	18.07	45MY31	EA	1	22.36	0.22	16.3	
1592	500	Leather Gloves,Beige,L,PR	MCR SAFETY	3401L	Safety	21NM37	PR	1	10.73	0.19	5.03	48GJ60	PR	1	3.67	0.19	2.12	
1593	500	Metallic Spray Paint,12 oz.,Aluminum	KRYLON	K02766007	Paint, Equipment and Supplies	55EG91	EA	1	16.74	0.12	11.91	80DT24	EA	1	10.6	0.12	8.8	
1594	500	Leather Gloves,Shirred Slip-On,2XL	BDG	20-1-1581-13	Safety	55LC07	PR	1	11.64	0.19	8.49	2ELH3	PR	1	10.96	0.19	4.26	
1595	500	Dishwasher Detergent,Bag,25 ct,Pacs,PKS	CASCADE	80675	Cleaning	499L39	PK	5	75.27	0.22	48.32	794KD9	PK	4	171.44	0.22	120.26	
1596	500	Wastebasket,Rectangular,3-1/4 gal.,Black	RUBBERMAID COMMERCIAL PRODUCTS	FG295500BLA	Cleaning	3UY35	EA	1	15.61	0.22	6.73	4PGN2	EA	1	10.57	0.22	2.95	
1597	500	Shower Curtain Hooks,1 1/16 in W,PK12	BRADLEY	9540-000000-GR	Plumbing	33MP54	PK	12	17.81	0.2	6.78	10G198	PK	12	2.95	0.2	1.29	
1598	500	Bushing,Plastic,Overall L 31/64in	RACO	1404	Electrical	52AU60	EA	1	0.63	0.23	0.27							
1599	500	Dry Wipe Roll,12-1/2" x 13",Blue	WYPALL	41043	Cleaning	2VHT7	EA	1	139.8	0.22	67.61	32K119	EA	1	125.65	0.22	59.37	
1600	500	Dry Wipe,11" x 16 3/4",Blue	WYPALL	41041	Cleaning	2VHT6	EA	1	66.96	0.22	30.15	2VHT8	EA	1	66.55	0.22	28.99	
1601	500	InsulMultitapCon,PVC,14 AWG,4 AWG	POLARIS	IT-4B	Electrical	14V959	EA	1	23.07	0.23	12.68	22C264	EA	1	21.4	0.23	10.98	
1602	500	Safety Glasses,Clear	HONEYWELL UVEX	11150900	Safety	4FE54	EA	1	7.59	0.19	3.47	3NTZ3	EA	1	3.41	0.19	1.7	
1603	500	Mouse Trap, PK4	JT EATON	406XT	Outdoor Equipment	6VFA1	PK	4	3.29	0.12	1.99	5DKE9	EA	1	0.55	0.12	0.22	
1604	500	Screwdriver Bit Set,31 Pcs,1/4" Shank	DEWALT	DWA2200	Power Tools	24D642	EA	1	29.96	0.11	15.13							
1605	500	Safety Glasses,Smoke	BOLLE SAFETY	40208	Safety	45NA38	EA	1	19.52	0.19	10.79	4VCG2	EA	1	6.53	0.19	0.95	
1606	500	Fire Extinguisher Sign,14x4in,Rflctv	LYLE	U1-0066-RD 4x14	Safety	484H54	EA	1	6.26	0.19	3.73	469V42	EA	1	4.87	0.19	2.89	
1607	500	CutOff Wheel,A36T,3"x.035"x3/8",25000rpm	UNITED ABRASIVES-SAIT	23050	Abrasives	5LUA5	EA	1	3.31	0.1	1.34	435Y60	EA	1	1.51	0.1	0.73	
1608	500	Coated Gloves,3/4 Dip,9-1/2",M,	MCR SAFETY	9669M	Safety	21NM51	PR	1	2.19	0.19	1.42	48UP87	PR	1	1.75	0.19	0.98	
1609	500	CutOff Wheel,A60S,4-1/2"x.045"x7/8"	DEWALT	DWB0625	Abrasives	6TMP9	EA	1	3.53	0.1	1.45	447P96	EA	1	2.35	0.1	1.43	
1610	500	LED,16 W,A19,Medium Screw (E26)	PHILIPS	16A19/PER/950/P/E26/DIM 6/1FB T20	Lighting	60NP96	EA	1	10.34	0.22	7.26							
1611	500	TermBlkEndBarr,NSYTRV,Plastic,ScrewMount	SCHNEIDER ELECTRIC	NSYTRAC22	Electrical	23NY25	EA	1	1.14	0.23	0.51							
1612	500	Garbage Disposal,Standard,11 1/2 in H	IN-SINK-ERATOR	BADGER 5 WITH CORD	Plumbing	31EE16	EA	1	170	0.2	115.84	31EE15	EA	1	130.27	0.2	103.56	
1613	500	Safety Glasses,Gray	MCR SAFETY	KD312	Safety	3NTN8	EA	1	6.61	0.19	3.76	23Y607	EA	1	4.75	0.19	3.4	
1614	500	Fuse,Midget,SA,KTK Series	BUSSMANN	KTK-5	Electrical	4XC40	EA	1	23.33	0.23	9.44	486K08	EA	1	13.85	0.23	3.94	
1615	500	Wasp and Hornet Killer,Aerosol,12 oz.	THE END	18320	Outdoor Equipment	6XMH4	EA	1	13.66	0.12	6.34	2DCB5	EA	1	11.05	0.12	7.205	
1616	500	Connector,Polypropylene,CompxM,1/2in	PARKER	P8MC8	Plumbing	2ZTG6	EA	1	5.23	0.2	2.45							
1617	500	Reciprocating Saw Blade,TPI 8,PK3	DIABLO	DS0908CF3	Power Tools	49XZ71	PK	3	57.39	0.11	31.39	54ER01	EA	1	20.02	0.11	11.41	

1618	500	Vented Chest Seal Pad,4-3/4" L,4-3/4" W	NORTH AMERICAN RESCUE	10-0042	Safety	55MW27	EA	1	31.47	0.19	20.82	787EP8	EA	1	22.78	0.19	15.09
1619	500	Disposable Gloves,Nitrile,S,PK100	MICROFLEX	N641	Safety	2VLZ6	PK	100	17.84	0.19	12.5	4BUM39	PK	100	13.94	0.19	9.98
1620	500	Pleated Air Filter	PURAFILTER	16252MV13	HVAC and Refrigeration	60YP43	EA	1	22.68	0.4	13.61	60RD85	EA	1	19.75	0.4	7.8
1621	500	Footwear Traction,PR	YAKTRAX	08531	Safety	61VG63	PR	1	58.05	0.19	42.32	783PX1	PR	1	26.06	0.19	20.6
1622	500	Ear Muffs,Headband,Black,30dB	HONEYWELL HOWARD LEIGHT	1035108-VS	Safety	499M93	EA	1	54.96	0.19	40.07	5SNK87	EA	1	20.55	0.19	17.76
1623	500	Cold Patch,PP-30-CP,30 lb	PERMA-PATCH	PP-30-CP	Adhesives, Sealants and Tape	13R450	EA	1	37.07	0.1	21.06	800X57	EA	1	26.6	0.1	14.19
1624	500	Nitrile Glove,6.00 mil Palm,XL,PK90	KIMBERLY-CLARK	49278	Safety	5SLT11	PK	90	48.49	0.19	25.56	22LD91	PK	50	12.06	0.19	7.89
1625	500	Paper Towel Roll,800,White,89490,PK6	GEORGIA-PACIFIC	89490	Cleaning	6RA74	PK	6	170.87	0.22	100.67	4ACU1	PK	6	157.26	0.22	68.72
1626	500	G-Tek Maxiflex Ultimate,Pk12,L	PIP	34-875/L	Safety	41K655	PK	12	105.26	0.19	47.3	5R1R44	PK	12	57.81	0.19	26.46
1627	500	Strt Bld Cnr,Blk; Wht,2P3W,Elstmr,5-15R	HUBBELL	HBLS269C	Electrical	4A251	EA	1	46.44	0.23	18.9	49YK48	EA	1	15.65	0.23	6.35
1628	500	Smoke Alarm,9V,Alkaline,Ionization	KIDDE	I9040	Safety	3TCT1	EA	1	13.71	0.19	6.99	5MPL5	EA	1	13.72	0.19	7.39
1629	500	Concave Door Stop,Wall Mount	ROCKWOOD	409.32D	Hardware	3HHK3	EA	1	6.21	0.05	1.82	4S7D36	EA	1	4.75	0.05	2.83
1630	500	Disposable Gloves,Nitrile,XL,Black,PK100	MICROFLEX	93862	Safety	800DA6	PK	100	36.61	0.19	25.33	49DA87	PK	100	30.15	0.19	11.41
1631	500	Coated Gloves,Nylon,10,PR	HYFLEX	11-925	Safety	48NU22	PR	1	10.19	0.19	5.42	19L533	PR	1	3.61	0.19	1.44
1632	500	Disposable Gloves,Beaded Cuff,PK100	MICROFLEX	V28	Safety	787ET3	PK	100	9.84	0.19	6.67	49AE65	PK	100	9.37	0.19	6.67
1633	500	Bump Cap,Front Brim,Pinlock,Blue	MSA	10033650	Safety	4RB45	EA	1	9.46	0.19	5.02	23Z348	EA	1	5.71	0.19	2.21
1634	500	Coated Gloves,M,Black/Red,PR	HONEYWELL NORTH	NF11/8M	Safety	2WTN6	PR	1	6.03	0.19	2.57	36H997	PR	1	5.29	0.19	2.73
1635	500	RH Ceramic Cartridge	CHICAGO FAUCETS	1-099XKJKABNF	Plumbing	5UTV7	EA	1	38.98	0.2	26.32						
1636	500	18 oz.,Aerosol,Penetrant	BLASTER	26-PB	Lubrication	413W27	EA	1	12.73	0.1	6.8	54YT49	EA	1	7.71	0.1	5.88
1637	500	Bloodborne Pathogen Kit	EASY CARE	9999-2313	Safety	35KT07	EA	1	27.98	0.19	16.64	5ELW0	EA	1	24.02	0.19	16.93
1638	500	Fuse,Class RK5,10A,FRS-R Series	BUSSMANN	FRS-R-10	Electrical	2A161	EA	1	29.87	0.23	11.83	486L27	EA	1	18.79	0.23	5.58
1639	500	Ballast ByPass LED Replacement,14.5 W	PHILIPS	14.5TB/MAS/48-850/MP21/P 10/1	Lighting	784N57	EA	1	21.04	0.22	6.95	796P13	EA	1	11.02	0.22	5.41
1640	500	Ballast ByPass LED Replacement,16.9 W	PHILIPS	16.5TB/MAS/48-850/MP25/P/DIM 25/1	Lighting	784N60	EA	1	24.34	0.22	7.5	55GY69	EA	1	11.17	0.22	7.46
1641	500	All Wthr Field Operating Guide,Wirebound	RITE IN THE RAIN	573	Office Supplies	3WHA7	EA	1	21.32	0.05	18.22	38TD93	EA	1	27.61	0.05	20.042
1642	500	Leather Gloves,Gray/Tan,2XL,PR	MCR SAFETY	1700XXL	Safety	22DN40	PR	1	18.75	0.19	8.56	2MDA9	PR	1	4.72	0.19	1.43
1643	500	Battery,Alkaline,AA,Everyday,PK24	RAYOVAC	ALAA24PP	Electronics, Appliances, and Batteries	64NU61	PK	24	14.18	0.19	6.38	38W365	PK	24	17.37	0.19	6.62
1644	500	Wastebasket,Rectangular,7 gal.,Gray	RUBBERMAID COMMERCIAL PRODUCTS	FG295600GRAY	Cleaning	3UG34	EA	1	17.02	0.22	6.41	4PGN7	EA	1	13.61	0.22	3.52
1645	500	Electrolytes,Powder,Berry,16 oz.,PK10	PROPEL	01087	Safety	403U27	PK	10	10.93	0.19	5.99	24A951	PK	10	10.09	0.19	4.65
1646	500	90 Elbow, Cast Iron, 1 ",FNPT,Class 125	ANVIL	0300001005	Plumbing	4KU19	EA	1	8.34	0.2	4.47	44UP9	EA	1	11.66	0.2	6.54
1647	500	Coin Battery,Lithium,3VDC,2430	ENERGIZER	ECR2430BP	Electronics, Appliances, and Batteries	45EK16	EA	1	3.17	0.19	1.53	5HXG8	EA	1	2.65	0.19	0.84
1648	500	3/0 Straight Link Coil Chain 100Ft Ct	CAMPBELL	T0333024	Material Handling	24F160	EA	1	2.66	0.15	2.03						
1649	500	Nozzle Gasket,Black,Synth Rubber,3/16"	MOON AMERICAN	813-25	Safety	6APN9	EA	1	2.49	0.19	1.62						
1650	500	Hook-and-Loop Sanding Disc,5 in Dia	NORTON	07660749221	Abrasives	436F01	EA	1	0.97	0.1	0.43	783RH1	EA	1	0.68	0.1	0.57
1651	500	Connector,Zinc,Trade Size 3/8in	BELL	2191	Electrical	35U191	EA	1	1.24	0.23	0.89						
1652	500	Wire Rope Sleeve,1/32 In,122 Copper	LOOS	SL2-1P	Material Handling	16X787	EA	1	0.14	0.15	0.06	2VKA2	PK	25	7.93	0.15	3.67
1653	400	Quartz MH Bulb,ED28,E39,36,000 lm,400W	CURRENT	MVR400/U/ED28	Lighting	5V658	EA	1	41.41	0.22	15.46	56GK56	EA	1	36.46	0.22	17.006
1654	400	Disposable Gloves,Latex,Natural,XL,PK100	TOUCHNTUFF	69-210	Safety	60XM85	PK	100	18.45	0.19	12.67	10D866	PK	100	21.92	0.19	10
1655	400	BERNARD MIG Welding 1.5" Std Contact Tip	BERNARD	T-035	Welding	11Z543	EA	1	2.64	0.1	1.39						
1656	400	Spotlight,Plastic,Black,600lm	ENERGIZER	HCSP61E	Lighting	1LEF1	EA	1	60.6	0.22	20.32	4FZK4	EA	1	25.94	0.22	7.88
1657	400	Paint Roller Cover,4"L,3/8"Nap,Woven	WOOSTER	R205-4	Paint, Equipment and Supplies	38UY06	EA	1	4.67	0.12	2.28	1UFP1	EA	1	2.09	0.12	0.66
1658	400	Multipurpose Grease,Cartridge,14oz	TRI-FLOW	TF220211	Lubrication	4TA91	EA	1	36.65	0.1	15.33	30B54	EA	1	9.82	0.1	5.12
1659	400	Tape Measure,25 ft. Blade L,Steel Blade	MILWAUKEE	48-22-6825	Hand Tools	483F42	EA	1	27.59	0.14	21.86	55MN52	EA	1	15.14	0.14	7.34
1660	400	Emergency Blanket,Silver,52 In. x 84 In.	HONEYWELL	80264RB	Safety	3PAJ8	EA	1	4.77	0.19	2.68	35ZC63	PK	25	45.59	0.19	29.63
1661	400	54 W,T5,Miniature Bi-Pin (G5)	PHILIPS	F54T5/841/HO/ALTO TG 40PK	Lighting	492X89	EA	1	49	0.22	25.29	5AE3S	EA	1	7.93	0.22	5.02
1662	400	LED,5 W,T10,2-Pin (GX23)	CURRENT	LED5GX23/840	Lighting	54EL36	EA	1	14.17	0.22	9.22						
1663	400	Insulated Watch Cap,Beanie,Universal	POLAR PLUS	115BK	Safety	35VP54	EA	1	15.47	0.19	10	1GUG1	EA	1	13.83	0.19	9.81
1664	400	Key Chain Tape Measure,6 ft.,Black/Red	MILWAUKEE	48-22-5506	Hand Tools	48LU51	EA	1	8.51	0.14	5.38	6R095	EA	1	5.81	0.14	2.29
1665	400	Narrow Staples,27/64 inx1/2 in,PK1000	STANLEY	TRA708T	Fasteners	1XHT7	PK	1000	3.72	0.32	2.4	1XHT8	PK	1000	3.35	0.32	2.64
1666	400	Pedestal Fan,3 Speeds,18" Blade Dia.	AIR KING	9119	HVAC and Refrigeration	4CH63	EA	1	93.21	0.17	42.57	4C945	EA	1	78.95	0.17	37.37
1667	400	Cone Light,Yellow,Flashing,Fits 1AJF3	TOLCO	320398	Safety	1AJF4	EA	1	11.8	0.19	6.82						
1668	400	Mobil SHC 630, Circulating, ISO 220, 1qt	MOBIL	123000	Lubrication	6Y778	EA	1	25.8	0.1	14.2	20JY58	EA	1	465.24	0.1	269.46
1669	400	Type I,Hard,3/4 in X in,X 10ft.	STREAMLINE	LH06010	Plumbing	6KZ21	EA	1	76.77	0.2	29.53	6KZ26	EA	1	59.43	0.2	21.52
1670	400	Fire Extinguisher,Steel,Red,ABC	AMEREX	B402	Safety	13J002	EA	1	90.87	0.19	51.76	3YWN4	EA	1	79.73	0.19	52.22
1671	400	Track Lighting Head,Flare,Wht,3 1/2in	JUNO LIGHTING	R551 WH	Lighting	45DM21	EA	1	43.75	0.22	31.32	45DL99	EA	1	30.67	0.22	25.45
1672	400	LED,10 W,A19,Medium Screw (E26),PK4	CURRENT	LED10DA19/840/E-4PK	Lighting	796F74	PK	4	25.2	0.22	18.04	784N96	EA	1	2.72	0.22	1.57
1673	400	Temporary Marking Paint,20 oz,Blue,Can	KRYLON INDUSTRIAL	A03903004	Paint, Equipment and Supplies	38EL35	EA	1	11.58	0.12	3.76	21CJ71	EA	1	11.01	0.12	3.85
1674	400	BZK Wipe,Antiseptics,PK10	FIRST AID ONLY	12-018	Safety	39N904	PK	10	2.39	0.19	1.38	36LF55	PK	100	8.24	0.19	4.77
1675	400	Fuse,Class RK5,20A,FRS-R Series	BUSSMANN	FRS-R-20	Electrical	1A704	EA	1	26.62	0.23	9.09	486L32	EA	1	15.4	0.23	4.09
1676	400	LED,15 W,A21,Medium Screw (E26)	CURRENT	LED15DA21/850	Lighting	53DP56	EA	1	19.27	0.22	15.03	56JH60	PK	2	15.14	0.22	8.5
1677	400	Cooling Bandana,Blue,One Size	CHILL-ITS BY ERGODYNE	6700CT	Safety	16V833	EA	1	6.91	0.19	3.47	52HZ97	EA	1	4.36	0.19	1.74
1678	400	Rust Preventative Spray Paint,Black	RUST-OLEUM	7579838	Paint, Equipment and Supplies	490T12	EA	1	18.53	0.12	6.21	55EG62	EA	1	14.73	0.12	6
1679	400	90 Elbow, Cast Iron, 1 1/4 in, FNPT	ANVIL	0300001203	Plumbing	4KUK1	EA	1	10.53	0.2	6.59						
1680	400	Duct Tape,Blk,1 in x 10 yd,.17 mil	GORILLA	6100109	Adhesives, Sealants and Tape	16V093	EA	1	6.17	0.1	2.9	1SR452	EA	1	17.53	0.1	9.19
1681	400	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	SYLVANIA	22437	Lighting	60UA22	EA	1	5.4	0.22	3.53						
1682	400	Fire Extinguisher,Aluminum,Red,ABC	KIDDE	46614220MTL	Safety	479W96	EA	1	41.36	0.19	22.22						
1683	400	Tape Measure,25ft L.,SAE,Orange	STANLEY	STHT30818S	Hand Tools	784JN9	EA	1	15.83	0.14	12.25	55MN53	EA	1	13.57	0.14	13.27
1684	400	Battery,Alkaline,AAA,Premium,PK4	DURACELL	MN2400B4Z	Electronics, Appliances, and Batteries	3WA12	PK	4	7.12	0.19	4.45	22M701	PK	4	7.57	0.19	4.895
1685	400	Attached Lid Container,Red,Solid,HDPE	ORBIS	FP182 Red	Material Handling	8A443	EA	1	34.64	0.15	18.64	49K914	EA	1	30.58	0.15	18.68
1686	400	Tongue and Groove Plier,9-1/2" L	CHANNELLOCK	420	Hand Tools	4CR37	EA	1	23.58	0.14	13.48	10N541	EA	1	22.92	0.14	13.37
1687	400	Spray Paint,Gloss,White,12 oz	COLORMAXX	K05545007	Paint, Equipment and Supplies	800T52	EA	1	11.76	0.12	8.8	800T23	EA	1	10.6	0.12	8.8
1688	400	Coated Gloves,Nylon,L,PR	MCR SAFETY	N9696L	Safety	4KW24	PR	1	5.82	0.19	2.94	19L480	PR	1	4.65	0.19	1.57
1689	400	Bushing,Plastic,Overall L 23/64in	RACO	1402	Electrical	52AU51	EA	1	0.31	0.23	0.13						
1690	400	Quartz Metal Halide HID Bulb,1000W,4000K	SYLVANIA	M1000/U	Lighting	56GK51	EA	1	51.32	0.22	36.03	56GK62	EA	1	51.49	0.22	34.84
1691	400	Keyed Padlock, 3/4 in,Rectangle,Silver	MASTER LOCK	1KALJ	Security	3TY76	EA	1	19.34	0.15	10.3	1XRU6	EA	1	13.05	0.15	5.3
1692	400	Epoxy Adhesive,Syringe,1:1 Mix Ratio	GORILLA	4200102	Adhesives, Sealants and Tape	4YKT2	EA	1	10.33	0.1	4.47	44UX6	EA	1	6.2	0.1	2.95
1693	400	Inverted Marking Chalk,20 oz,Red	RUST-OLEUM	205235	Paint, Equipment and Supplies	3BE98	EA	1	14.49	0.12	4.75	6KP40	EA	1	11.32	0.12	4.09
1694	400	Tapered Bristle Disc,2 In Dia,50G	SCOTCH-BRITE	7000000742	Abrasives	6RX76	EA	1	17.24	0.1	9.3	6RX77	EA	1	17.53	0.1	9.3
1695	400	Pipe Insulation,ID 2-1/2",Wall Thick 1"	OWENS CORNING	722599	Plumbing	4LFD6	EA	1	22.67	0.2	11.96	4LFD5	EA	1	17.43	0.2	9.99
1696	400	Electrolytes,Powder,Lemon,16 oz.,PK10	PROPEL	01090	Safety	403U26	PK	10	10.93	0.19	5.99	55NV82	PK	50	37.81	0.19	13.52
1697	400	Flying Insect Killer,22 oz.,Aerosol	HOT SHOT	HG-96310	Outdoor Equipment	48UR73	EA	1	12.6	0.12	5.99	20CB5	EA	1	11.05	0.12	7.205
1698	400	Abrsv Cut Whl,4-1/2 Dx0.045in T	UNITED ABRASIVES-SAIT	22021	Abrasives	1AUB5	EA	1	4.56	0.1	2.1	435Y76	EA	1	2.65	0.1	1.44
1699	400	Marking Paint,20 oz,Fluorescent Green	KRYLON INDUSTRIAL	A03614007	Paint, Equipment and Supplies	54TH43	EA	1	13.26	0.12	4.31						
1700	400	Silicone Sealant,Clear,Advanced Silicone	GE	2811092	Adhesives, Sealants and Tape	4UH03	EA	1	17.54	0.1	7.23	22N766	EA	1	13.49	0.1	5.15
1701	400	Circular FLUOR Bulb,T9,1-1/4" dia.,32W	CURRENT	FC12T9/CW	Lighting	1V776	EA	1	12.79	0.22	4.99	492Y33	EA	1	9.29	0.22	5.489
1702	400	Master Rebuild Kit,Urinals	SLOAN	R1002A	Plumbing	2VEE4	EA	1	40.57	0.2	25.2						
1703	400	Key Blank,Standard,A Keyway,1/2in.	BEST	1A1A1K5473KS800	Security	49H79D	EA	1	3.76	0.15	2.1	1JAJ2	EA	1	2.74	0.15	1.75
1704	400	Paint Roller Cover,9"L,3/8"Nap,Knit	WOOSTER	R239-9	Paint, Equipment and Supplies	3UW67	EA	1	8.18	0.12	3.86	1UFL9	PK	2	4.91	0.12	1.93
1705	400	Battery,Alkaline,AA,Everyday,PK8	RAYOVAC	ALAA8	Electronics, Appliances, and Batteries	64NU56	PK	8	5.19	0.19	2.12	64NU61	PK	24	14.18	0.19	6.38
1706	400	Coated Gloves,Blue/Gray,XL,PR	SHOWA	300XL-10	Safety	4JF59	PR	1	4.78	0.19	1.99	48UR55	PR	1	3.48	0.19	2.13
1707	400	Surface-Conditioning Disc,2 in Dia,TR	ARC ABRASIVES	59341	Abrasives	3HB52	EA	1	1.18	0.1	0.77	804H8	EA	1	1.23	0.1	0.847
1708	400	Elec Tape,20 ft Lx3/4"W,7 mil,Black,PK10	3M	33+SUPER-3/4X20FT	Adhesives, Sealants and Tape	2AZ26	PK	10	62.12	0.1	28.95	2AZ25	EA	1	13.55	0.1	7.1
1709	400	Disposable Gloves,Rubber Latex,L,PK50	MCR SAFETY	5049L	Safety	392D15	PK	50	30.36	0.19	18.22	2TEN1	PK	50	29.81	0.19	9.5
1710	400	Circular Saw Blade,Blade Dia. 6-1/2 in.	DIABLO	D0624X	Power Tools	53WC01	EA	1	16.88	0.11	9.87	24EL52	EA	1	16.01	0.11	8.62
1711	400	Extreme Pressure Grease, Cartridge,14oz	CRC	SL3640	Lubrication	39EM09	EA	1	11.78	0.1	5.21	443v03	EA	1	8.32	0.1	3.73
1712	400	ChainWireRope Lube,11 oz.,Aerosol	SPRAYON	SC0202000	Lubrication	5PE62	EA	1	16.33	0.1	6.16	54YT59	EA	1	10.09	0.1	7
1713	400	Paper Towel Roll,Continuous,Wt,89410,PK6	GEORGIA-PACIFIC	89410	Cleaning	2NY16	PK	6	151.58	0.22	66.35	5UWL7	PK	6	146.41	0.22	66.49
1714	400	Bollard Retrofit Lamp,LED,18 W	LIGHT EFFICIENT DESIGN	LED-8039E345D-A	Lighting	60TD98	EA	1	59.46	0.22	46.38	55VR12	EA	1	42.02	0.22	32.45
1715	400	Reciprocating Saw Blade,TPI 10,PK5	MILWAUKEE	48-00-5712	Power Tools	4WP11	PK	5	23	0.11	14.95	1PMB3	PK	5	22.6	0.11	12.61
1716	400	High Visibility Vest,L/XL,Yellow/Green	MILWAUKEE	48-73-5022	Safety	55FF10	EA	1	25.87	0.19	18.86	491T09	EA	1	18.94	0.19	15.28
1717	400	Linear LED Bulb,T5,34" L,GS,3000K	PHILIPS	11T5HE/34-830/IF14/G/DIM 10/1	Lighting	449U90	EA	1	18.64	0.22	10.39	55GU27	EA	1	24.08	0.22	11.429
1718	400	Coated Gloves,Black/Gray,L	SHOWA	381L-08	Safety	160F88	PR	1	6.46	0.19	3.44	20GZ57	PR	1	3.21	0.19	1.04
1719	400	Abrasive Cut-Off Wheel,4-1/2" dia.	DEWALT	DWA8951F	Abrasives	492Z84	EA	1	4.13	0.1	2.6	6HD44	EA	1	2.74	0.1	1.07
1720	400	Safety Glasses,Clear	3M	62099	Safety	4DY81	EA	1	3.24	0.19	1.6	4EY97	EA	1	1.97	0.19	0.83
1721	400	Soldering Flux,Lead Free,1.7 oz.	RECTORSEAL	14003	Welding	442Y43	EA	1	2.36	0.1	1.34	39AP04	EA	1	6.17	0.1	3.54
1722	400	Pom Tong, L 6 In	VOLLRATH	47106	Furniture, Hospitality and Food Service	4KJU8	EA	1	1.97	0.05	1.19	45GK99	EA	1	1.19	0.05	0.78
1723	400	MaxiFlex Seamless Knits,ATG,M,PK12	PIP	34-844/M	Safety	58JR57	PK	12	101.91	0.19	74.3	26J590	PK	12	51.48	0.19	36.02
1724	400	Hang and Stack Bin,Blue,PP,11 in	QUANTUM STORAGE SYSTEMS	QUS270BL	Material Handling	8ZFV8	EA	1	49.18	0.15	27.02	1NTW7	EA	1	41.93	0.15	25.66
1725	400	Instant Adhesive,0.10 fl oz,Tube	LOCTITE	234072	Adhesives, Sealants and Tape	5E355	EA	1	7.06	0.1	3.6	48M01	EA	1	34.93	0.1	18.54
1726	400	Laundry Bag,White,Mesh	HONEY-CAN-DO	LBG-01142	Furniture, Hospitality and Food Service	50MN3	EA	1	5.46	0.05	3.02	50MN4	EA	1	4.77	0.05	2.55
1727	400	Small Engine Fuel, 2 Cycle,1 qt.,PK8	VP SMALL ENGINE FUELS	6238	Fleet and Vehicle Maintenance	46T343	PK	8	109.93	0.08	59.22	46T342	PK	8	104.6	0.08	59.22
1728	400	Handle,Metal	CHICAGO FAUCETS	665-PSHJKCP	Plumbing	2FPL8	EA	1	32.24	0.2	17.23						
1729	400	Quad Head Brush,11" L,Gray,White	CARRAND	93111	Fleet and Vehicle Maintenance	39R409	EA	1	25.03	0.08	14.39	400F96	EA	1	20.57	0.08	7.14
1730	400	Striping Paint,20 oz,Red,Aerosol	RUST-OLEUM	1665838	Paint, Equipment and Supplies	6KP12	EA	1	15.45	0.12	5.44	54TH33	EA	1	14.66	0.12	5.9
1731	400	Keyed Padlock, 3/4 in,Rectangle,Silver	MASTER LOCK	1DCDM	Security	1A375	EA	1	16.67	0.15	10.84	1XRT4	EA	1	10.87	0.15	7.609
1732	400	Cut Resistant Gloves,Size 9,Black	HYFLEX	11-751	Safety	52EP78	PR	1	16.14	0.19	10.22	2ELL6	PR	1	6.97	0.19	2.84
1733	400	LED,5 W,T10,2-Pin (GX23)	CURRENT	LED5GX23/835	Lighting	54EL35	EA	1	12.95	0.22	9	494C79	EA	1	10.36	0.22	5.59

1734	400	Coated Gloves,Black/Blue/Gray,2XL,PR	SHOWA	S-TEX377XXL-10	Safety	468G36	PR	1	19.35	0.19	9.54	49JY65	PR	1	12.68	0.19	5.51
1735	400	Bungee Strap,Black,24" L	THE BETTER BUNGEE	BBS24GBK	Material Handling	46CA51	EA	1	9.08	0.15	4.62	39J421	EA	1	3.8	0.15	1.98
1736	400	Key Reel,48 In,Kevlar(R) Cord,Carabineer	KEY-BAK	0488-803	Security	1PGP9	EA	1	24.92	0.15	12.94	2SDU47	EA	1	8.57	0.15	4.54
1737	400	StgeTote,DkIndigoMetallic,Solid,Lin LDPE	RUBBERMAID	RIMRT030003	Material Handling	60VZ17	EA	1	15.11	0.15	10.4	56JU41	EA	1	11.09	0.15	7.763
1738	400	Cleaner/Degreaser,Mld,128 oz,Bottle,PK4	ZEP	56724	Cleaning	54ZN95	PK	4	172.35	0.22	69.8	49NW12	EA	1	37.66	0.22	7.79
1739	400	Fuse,Class K5,15A,NON Series	BUSSMANN	NON-15	Electrical	4XF90	EA	1	3.75	0.23	2.02						
1740	400	Bath Towel,24x48 In.,White,PK12	R & R TEXTILE	62410	Furniture, Hospitality and Food Service	5NWR5	PK	12	58.65	0.05	38.12	5NWT2	PK	12	40.09	0.05	28.05
1741	400	LED,11.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	11.5T8/COR/36-840/MF14/G 10/1	Lighting	494P25	EA	1	18.34	0.22	12.02	55GT97	EA	1	15.92	0.22	11.18
1742	400	U-Bend FLUOR Bulb,T8,G13,3500K,31W	CURRENT	F31T8/SPX35/U/ECO	Lighting	2ETT8	EA	1	21.09	0.22	11.91	56GK71	EA	1	13.77	0.22	10.86
1743	400	Dome Door Stop,1-1/8" H,1-7/8" Base dia.	ROCKWOOD	440.26D	Hardware	52HU26	EA	1	7.57	0.05	5.01	5U606	EA	1	7.16	0.05	2.76
1744	400	Calcium, Lime/Rust Remover,1 gal,Jug	CLR PRO	G-FM-CLR128-4PRO	Cleaning	61LV30	EA	1	47	0.22	32.99	54ZJ93	PK	4	218.88	0.22	163.89
1745	400	Reciprocating Saw Blade,TPI 10,PK5	MILWAUKEE	48-00-5713	Power Tools	4WP12	PK	5	30.56	0.11	16.19	49XZ84	PK	5	24.85	0.11	14.1
1746	400	Tape Measure,SAE,Blade 25 ft, L	MILWAUKEE	48-22-6625	Hand Tools	53KA31	EA	1	27.94	0.14	18.16	55MN52	EA	1	15.14	0.14	7.34
1747	400	Condenser Cleaner,Aerosol,18 fl oz	NU-CALGON	4291-18	HVAC and Refrigeration	1ANJ2	EA	1	19.73	0.17	10.15	1MEU7	EA	1	11.62	0.17	5.15
1748	400	Silicone Sealant,Gray,Commercial Kitchen	DAP	8660	Adhesives, Sealants and Tape	2DHA78	EA	1	16.96	0.1	5.84	22N766	EA	1	13.49	0.1	5.15
1749	400	Safety Glasses,Clear	MCR SAFETY	CL110	Safety	3NTN2	EA	1	1.87	0.19	1.22	4VCG3	EA	1	1.62	0.19	0.87
1750	400	Type I Safety Can,5 gal,Red	EAGLE	UI50FS	Safety	3NKR5	EA	1	86.65	0.19	42.87	3NKK3	EA	1	71.63	0.19	39.88
1751	400	Putty Knife,Stiff,1-1/4",Carbon Steel	STANLEY	28-140	Hand Tools	1ARX3	EA	1	7.97	0.14	4.02	13A663	EA	1	4.52	0.14	1.41
1752	400	Chrome Drip Pan,6 In	FRIGIDAIRE	316048414	Electronics, Appliances, and Batteries	49X203	EA	1	9.11	0.19	4.86	26CL77	EA	1	7.72	0.19	4.55
1753	400	Incandescent,40 W,A15,Medium Screw (E26)	SYLVANIA	10129	Lighting	60UA23	EA	1	2.02	0.22	1.24	451F91	EA	1	1.29	0.22	0.58
1754	400	Hip Wader,Men's,9,Steel,Black/Yellow,PR	TALON TRAX	ST255	Safety	5T255	PR	1	89.04	0.19	65.05						
1755	400	First Aid Kit,10 People Served,5"H	FIRST AID ONLY	91323	Safety	794KG0	EA	1	63.94	0.19	46.61	463L87	EA	1	33.58	0.19	22.46
1756	400	Silicone Sealant,Clear,732	DOW CORNING	3138356	Adhesives, Sealants and Tape	53DC08	EA	1	12.28	0.1	6	49UU22	EA	1	10.74	0.1	5.39
1757	400	MaskingTape,15/16" W,60yd L,Green	SHURTAPE	CF 120	Adhesives, Sealants and Tape	6FET4	EA	1	13.44	0.1	6.96	6FEN1	EA	1	6.44	0.1	3.2
1758	400	Hook-and-Loop Surface Cond Disc,4 in Dia	SCOTCH-BRITE	7000000652	Abrasives	4ZR50	EA	1	5.03	0.1	3.27	43SZ21	EA	1	3.39	0.1	2.56
1759	400	Cold Protection Gloves,XL,Bl/Prl Gry,PR	TILLMAN	1485XL	Safety	5WUH4	PR	1	33.07	0.19	15.12	21AN89	PR	1	24.26	0.19	8.3
1760	400	LED,14.5 W,T8,Medium Bi-Pin (G13)	PHILIPS	14.5T8/COR/48-850/MF21/G 10/1	Lighting	60WT58	EA	1	17.4	0.22	4.7	796P17	EA	1	10.63	0.22	5.41
1761	400	Safety Glasses,Smoke	SMITH & WESSON	19859	Safety	2LAC6	EA	1	13.75	0.19	5.62	1FYY3	EA	1	6.57	0.19	2.7
1762	400	Depressed Center Whl,T27,5x0.045x7/8,AO	DEWALT	DW8425	Abrasives	6HD82	EA	1	3.32	0.1	1.65	435Y76	EA	1	2.65	0.1	1.44
1763	400	All Purpose Cleaner,1 gal,Jug,PK4	FABULOSO	153058	Cleaning	5SEY07	PK	4	95.87	0.22	67.3	22D028	PK	3	83.62	0.22	60.47
1764	400	Hand Trowel,SS Blade,Ergonomic	AMES	24450GR	Outdoor Equipment	415M70	EA	1	17.8	0.12	10.12	415M71	EA	1	14.63	0.12	9.43
1765	400	Coated Gloves,Full,Foam,Nitrile,L,PR	SHOWA	377L-08	Safety	4THG1	PR	1	11.23	0.19	6.89	18F251	PR	1	8.85	0.19	6.85
1766	400	Disposable Gloves,Nitrile,S,PK50	MICROFLEX	SEC-375-S	Safety	3RRK6	PK	50	20.98	0.19	12.47	3NFC6	PK	50	17.71	0.19	9.23
1767	400	Quick Connect,Plug,1/4" Body,1/4"-18	LEGACY	A7544D-BG	Pipe, Hose, Tube & Fittings	1HUG1	EA	1	1.41	0.2	0.52	30E657	EA	1	1.89	0.11	0.57
1768	400	Spray Paint,Light Machine Gray,15 oz.	RUST-OLEUM	V2183838	Paint, Equipment and Supplies	5H904	EA	1	15.38	0.12	5.94	5EG665	EA	1	13.82	0.12	6
1769	400	Coated Gloves,XL,Black/Gray,PR	PIP	34-845	Safety	562G23	PR	1	9.51	0.19	4.22	5AJ29	PR	1	6.49	0.19	3.89
1770	400	Visor,Clear,Bullard Bracket	BULLARD	840P	Safety	8WG94	EA	1	12.91	0.19	6.15	4EZD3	EA	1	4.89	0.19	2.17
1771	400	Socket Adapter,Steel,Male Input Drive	MILWAUKEE	48-32-5034	Hand Tools	61DK16	EA	1	7.88	0.14	6.1	55EW21	EA	1	6.6	0.14	3.96
1772	400	Coated Gloves,Nitrile,Black/Gray,11	HYFLEX	11-840	Safety	20KJ49	PR	1	6.49	0.19	3.89	60WF91	PR	1	4.27	0.19	2.58
1773	400	Ice Scraper,5" L,Foam Grip,Assorted	SUBZERO	524-994	Fleet and Vehicle Maintenance	49LX33	EA	1	4.62	0.08	3	49LX32	EA	1	3.46	0.08	2.25
1774	400	Weatherproof Cover,Metallic	BELL	5175-0	Electrical	4AJ246	EA	1	4	0.23	2						
1775	400	Facial Tissue,100,White,48S80,PK30	GEORGIA-PACIFIC	48580	Cleaning	1FCS7	PK	30	100.19	0.22	48.29	60NN35	PK	30	46.25	0.22	30.34
1776	400	ADA Handle,Zurn	ZURN	P6000-M-ADA	Plumbing	4HCY1	EA	1	31.73	0.2	15.46	2VEH1	EA	1	24.92	0.2	13.75
1777	400	Schedule 40,Pipe Size 1 In,10ft L	GF PIPING SYSTEMS	H0400100PW1000	Plumbing	5AFJ4	EA	1	15.15	0.2	8.87	788VR5	EA	1	19.91	0.2	17.84
1778	400	Leather Gloves,Cream,M,PR	MCR SAFETY	3205M	Safety	22DN42	PR	1	9.45	0.19	5.84	32L51	PR	1	10.16	0.19	4.84
1779	400	LED,10 W,A19,Medium Screw (E26)	PHILIPS	13.5A19/LED/930/FR/P/ND 4/1FB	Lighting	784ND9	EA	1	3.84	0.22	2.75	56JH69	PK	4	15.19	0.22	10.91
1780	400	Safety Pin,1.813 in L,0.188 in dia,Steel	BUYERS PRODUCTS	66045	Fasteners	426V21	EA	1	1.01	0.32	0.33						
1781	400	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	US-220-L	Safety	3NEV1	PK	100	17.77	0.19	11.11	56JT49	PK	100	14.16	0.19	5.51
1782	400	Coated Gloves,Knit Cuff,Smooth,2XL,PR	SHOWA	377XXL-10	Safety	4THG3	PR	1	11.23	0.19	6.89	35YR78	PR	1	9.17	0.19	7.35
1783	400	Fluorescent,25 W,T8,Medium Bi-Pin (G13)	PHILIPS	F25T8/TL830/PLUS/ALTO	Lighting	492Y12	EA	1	9.85	0.22	5.31	60UA43	EA	1	8.53	0.22	5.841
1784	400	LED,16.6 W,A19,Medium Screw (E26)	PHILIPS	16.6A19/LED/950/P/E26/ND 6/1FB T20	Lighting	784N91	EA	1	6.65	0.22	4.73	784ND3	EA	1	2.11	0.22	1.78
1785	400	Fire Extinguisher,Steel,Red,ABC	KIDDE	PRO10MP	Safety	4TB89	EA	1	127.45	0.19	68.48	3YWG1	EA	1	126.43	0.19	72.65
1786	400	Tree Watering Bag,15 gal,3" Max Tree Dia	DEWITT	TWBag-12	Outdoor Equipment	786E24	EA	1	37.52	0.12	17.31	786E25	EA	1	31.03	0.12	17.42
1787	400	Shelf Bin,Blue,Polypropylene,4 in	QUANTUM STORAGE SYSTEMS	QSB104BL	Material Handling	8NEH7	EA	1	7.29	0.15	3.52						
1788	400	Linear FLUOR Bulb,T5,12" L,GS,4100K	CURRENT	F8T5/CW	Lighting	2V235	EA	1	5.6	0.22	3.07	56GK25	EA	1	4.47	0.22	3.377
1789	400	Handheld Sprayer,3 gal.,Poly Tank	CHAPIN	22090XP	Outdoor Equipment	21AC32	EA	1	104.67	0.12	60.67	39D766	EA	1	83.74	0.12	32.42
1790	400	Barricade Tape,Caution/Cuidado,1000 ft.	HARRIS INDUSTRIES	BT066	Security	8FGT5	EA	1	20.73	0.15	12.57	4A416	EA	1	16.62	0.15	4.52
1791	400	Union,Wrot,1/2" Tube,CxC	NIBCO	633W 1/2	Plumbing	1WLJ7	EA	1	11.91	0.2	8.14	24W569	EA	1	9.28	0.2	5.84
1792	400	Coated Gloves,3/4 Dip,10",L,	MCR SAFETY	9699L	Safety	36H998	PR	1	5.29	0.19	2.17	60WF89	PR	1	4.27	0.19	2.58
1793	400	Potable Circulating Pump,Flanged,1/6HP	BELL & GOSSETT	1BL003LF	Pumps	5JPC3	EA	1	1063.87	0.07	441.83	5JPA7	EA	1	1037.01	0.07	441.82
1794	400	Cut-Resistant Sleeve,A7,9", Medium	HEXARMOR	AG100095-M (8)	Safety	2PJ28	EA	1	77.09	0.19	32.85	38XH82	EA	1	70.29	0.19	35.17
1795	400	Type I,Hard length,1/2 In.X 10ft.	STREAMLINE	LH04010	Plumbing	6KZ19	EA	1	41.84	0.2	18.06	6KZ24	EA	1	36.2	0.2	13.2
1796	400	Linoleum Razor Knife,7-1/4 in.	STANLEY	10-509	Hand Tools	30HK70	EA	1	8.45	0.14	4.18	19G960	EA	1	8.99	0.14	4.598
1797	400	Linear LED Bulb,T5,46" L,GS,5000K	CURRENT	LED13ET5G4/850HE	Lighting	55GU26	EA	1	25.34	0.22	17.79	449U97	EA	1	24.01	0.22	14.62
1798	400	LED Tube,32W LFL,18 W,2400 lm	CURRENT	LED18ET8/G/4/840/CVG	Lighting	61KJ87	EA	1	24.8	0.22	17.41	54XY55	EA	1	23.76	0.22	15.4
1799	400	Rain Suit,Jacket/Bib,Unrated,Yellow,2XL	TINGLEY	S61317	Safety	9RY07	EA	1	16.27	0.19	8.78						
1800	400	39 W,T5,Miniature Bi-Pin (G5)	SYLVANIA	20934	Lighting	60UA56	EA	1	10.64	0.22	7.29						
1801	400	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	SYLVANIA	21759	Lighting	60UA41	EA	1	6.98	0.22	4.8						
1802	400	Linear Fluorescent Bulb,32W,4100K	SYLVANIA	FO32/841XPSECO3	Lighting	56GK70	EA	1	5.56	0.22	3.98	492X54	EA	1	4.96	0.22	2.75
1803	400	Paint Brush,3 in,Chip,China Hair,Firm	PREMIER	DWV30	Paint, Equipment and Supplies	38MS20	EA	1	3.05	0.12	2.36	1TTX4	PK	24	32.01	0.12	15.56
1804	400	Chemical Resistant Glove,11 mil,Sz 6,PR	ALPHATEC	37-145	Safety	3PXG7	PR	1	2.98	0.19	1.34	29UP88	PR	1	2.77	0.19	1.25
1805	400	Chemical Resistant Glove,11 mil,Sz 7,PR	ALPHATEC	37-145	Safety	3PXG8	PR	1	2.98	0.19	1.34	160F64	PR	1	2.23	0.19	1.01
1806	400	Hang and Stack Bin,Blue,PP,3 in	QUANTUM STORAGE SYSTEMS	QUS210BL	Material Handling	9DUW8	EA	1	2.21	0.15	1.12	54DE46	EA	1	2.45	0.15	1.232
1807	400	Sign Mounting Brackets,Silver,SS,PR	TAPCO	037-00011	Safety	1DYJ6	PR	1	35.89	0.19	21.22						
1808	400	Disposable Gloves,Nitrile,XL,PK50	SHOWA	8005PFXL	Safety	3AB66	PK	50	29.93	0.19	20.79	48UN18	PK	50	14.92	0.19	7.78
1809	400	Brass Ball Valve,Inline,FNPT,1/4 in	APOLLO	94A10101	Plumbing	1CKC8	EA	1	9.24	0.2	6.65	1WMH3	EA	1	8.14	0.2	3.63
1810	400	Electrical Box,Square,21 cu. in.	RACO	191	Electrical	2DDA8	EA	1	4.87	0.23	3.09	5A051	EA	1	4.44	0.23	2.78
1811	400	Wet Mop,White,Cotton	RUBBERMAID COMMERCIAL PRODUCTS	FGF11600WH00	Cleaning	5M971	EA	1	8	0.22	4.59	16W207	EA	1	5.68	0.22	2.78
1812	400	Hang and Stack Bin,Clear,Plastic,3 in	AKRO-MILS	302105CLAR	Material Handling	4KER2	EA	1	2.91	0.15	1.08	9ME56	EA	1	2.21	0.15	0.89
1813	400	Battery,Alk,AA,Premium,PK36	ENERGIZER	E91SBP36H	Electronics, Appliances, and Batteries	22FX67	PK	36	33.27	0.19	21.63	18W365	PK	24	17.37	0.19	6.62
1814	400	Combination Cartridge/Filter,Threaded,PR	HONEYWELL NORTH	7581P100L	Safety	16M230	PR	1	40.6	0.19	19.59	16M236	PR	1	39.69	0.19	20.72
1815	400	Lobby Broom and Dust Pan,28 in Handle L	RUBBERMAID COMMERCIAL PRODUCTS	59JM15	Cleaning	59JM15	EA	1	62.21	0.22	17.39	59JM32	EA	1	37.08	0.22	10.28
1816	400	Disposable Gloves,Nitrile,L,PK100	MICROFLEX	N733	Safety	6PHK5	PK	100	15.67	0.19	10.52	60UJ45	PK	100	15.14	0.19	4.98
1817	400	LED Bulb,ED37,5000K,18,000 lm,115W	CURRENT	LED115ED28/750	Lighting	429U50	EA	1	216.94	0.22	112.64						
1818	400	ChainWireRope Lube,11 oz.,Aerosol	LIQUID WRENCH	L711	Lubrication	54YT59	EA	1	10.09	0.1	7	4BGG06	EA	1	8.81	0.1	5.84
1819	400	Jobber Drill,1/4",HSS	CLE-LINE	C22721	Machining	5X971	EA	1	3.15	0.07	1.9	4UL54	EA	1	2.85	0.07	1.33
1820	400	Emergency Blanket,Yellow,54in x 80in	HONEYWELL	551003	Safety	3PAJ9	EA	1	12.95	0.19	5.99	3PAJ8	EA	1	4.77	0.19	2.68
1821	400	Eye Wash,Bottle,1 oz.	FIRST AID ONLY	FAE-6011	Safety	6XNC7	EA	1	8.44	0.19	3.84	9JY28	EA	1	8.77	0.19	4.26
1822	400	Bungee Strap,Black,41" L	GOLDLINE	635738942	Material Handling	14JB51	EA	1	4.42	0.15	2.25	55JF76	EA	1	3.31	0.15	1.4
1823	400	Nitrile Gloves,XL,PK100	MECHANIX WEAR	D15-05-011-100	Safety	60NP62	PK	100	40.03	0.19	28.87	793FT5	PK	50	18.42	0.19	16.96
1824	400	10 wt oz.,Aerosol,Dry Lubricant	CRC	03094	Lubrication	4JB39	EA	1	18.79	0.1	7.98	43P116	EA	1	10.65	0.1	4.97
1825	400	Insect Repellent,3 oz.,Wipes	REPEL	HG-94100	Outdoor Equipment	36WG53	EA	1	13.04	0.12	5.38	6AZ07	PK	50	85.61	0.12	40.23
1826	400	Multipurpose Food Grade Grease,14 oz	CRC	SL35600	Lubrication	4JB56	EA	1	24.25	0.1	10.2	2RV34	EA	1	14.17	0.1	6.66
1827	400	Water/Oil Resis mechanic style Glove,PR1	IRONCLAD	EXO-MWR-03-M	Safety	45VK53	PR	1	15.04	0.19	5.46						
1828	400	Fuse,Midget,10A,KTK Series	BUSSMANN	KTK-10	Electrical	4XC42	EA	1	23.61	0.23	10.9						
1829	400	Filter,Magenta,Bayonet,PK2	MSA	815369	Safety	4LN08	PK	2	27.89	0.19	18.13	6JR29	PK	2	17.24	0.19	9.32
1830	400	Key Blank,Standard,I Keyway,1/2in.	BEST	1A1I1KS473KS800	Security	49H803	EA	1	3.66	0.15	2	11AJ6	EA	1	2.75	0.15	1.67
1831	400	Water Act Flood Barrier,3-1/2"Hx10ftL	QUICK DAM	QD610-1ES	Safety	45EU48	EA	1	29.43	0.19	20.94	49UV22	PK	12	345.16	0.19	225.51
1832	400	Inverted Marking Chalk,15 oz,Red	KRYLON INDUSTRIAL	KWBC3503A	Paint, Equipment and Supplies	3KYR6	EA	1	16.45	0.12	5.39	3BE98	EA	1	14.49	0.12	4.75
1833	400	Smoke Detector Tester	SDI	M8	Safety	36JG36	EA	1	14.39	0.19	7.67						
1834	400	Pipe Plug,Wing Nut,1.87"H,2"Pipe	CHERNE	270229	Plumbing	1VNF5	EA	1	6.49	0.2	4.81	1VNG5	EA	1	3.69	0.2	2.04
1835	400	CPR 02 Key Ring with One Way Valve	GENUINE FIRST AID	9999-2402	Safety	34WK81	EA	1	4.52	0.19	3.29	34WK80	EA	1	2.61	0.19	1.36
1836	400	Thread Sealant Tape,3/4" W,White	ANTI-SEIZE TECHNOLOGY	160508	Adhesives, Sealants and Tape	5X584	EA	1	5.86	0.1	2.44	4AY27	EA	1	2.98	0.1	1.31
1837	400	Battery,Fits Brand American Standard	AMERICAN STANDARD	A923654-0070A	Plumbing	4THK8	EA	1	27.59	0.2	10.91						
1838	400	Leather Palm Gloves,Beige,XL,	MCR SAFETY	1700XL	Safety	2ELF8	PR	1	17.04	0.19	8.1	2MDD4	PR	1	4.81	0.19	2.3
1839	400	Safety Glasses,Smoke	EDGE EYEWEAR	DZ116-G2	Safety	25AX63	EA	1	8.31	0.19	5.4	23Y607	EA	1	4.75	0.19	3.4
1840	400	Mechanics Gloves,L/9,9",PR	IRONCLAD	G-EXMPG-04-L	Safety	45VK44	PR	1	13.68	0.19	5.19	48BC41	PR	1	11.69	0.19	8.17
1841	400	Key Reel,Kevlar(R),Loop Fits 2 In Belts	KEY-BAK	0483-821	Security	1TCX4	EA	1	23.47	0.15	12.89	1PGP7	EA	1	20.73	0.15	8.39
1842	400	Coin Battery,Lithium,3VDC,2450	ENERGIZER	ECR2450BP	Electronics, Appliances, and Batteries	45EK17	EA	1	6.27	0.19	2.72	5HXG6	EA	1	4.48	0.19	0.91
1843	400	PVP Wipes,Antiseptics,PK10	FIRST AID ONLY	12-015	Safety	39NB99	PK	10	2.97	0.19	1.36	39N901	PK	100	21.36	0.19	10.29
1844	400	Bungee Strap,Black,36" L	THE BETTER BUNGEE	BBS36GBK	Material Handling	46CA75	EA	1	11.96	0.15	6.21	46CA99	EA	1	10.73	0.15	6.21
1845	400	Fuse Holder,0 to 15A,Glass/Ceramic,1 Pl	BUSSMANN	HLR-2A	Electrical	492U57	EA	1	9.31	0.23	4.58	5FXV2	EA	1	4.85	0.23	2.1
1846	400	Key Blank,BEST Lock,Standard,WH Keyway	BEST	1AP1WH1KS567KS800	Security	425P71	EA	1	6.85	0.15	5.28						
1847	400	Cleaner/Degreaser,Unscented,20oz,Aerosol	SIMPLE GREEN	0610001219010	Cleaning	22NX98	EA	1	8.48	0.22	3.87	55EN79	EA	1	6.17	0.22	2.52
1848	400	Plug-In CFL Bulb,13W,780 lm,4100K	SYLVANIA	CF13DD/841/ECO	Lighting	56GK09	EA	1	3.82	0.22	2.98	1PGV6	EA	1	11.48	0.22	5.55
1849	400	Bungee Cord,Multicolored,13" L,5/16" W	KEEPER	06014	Material Handling	55JF74	EA	1	1.97	0.15	1.24	4HXD6	EA	1	1.82	0.15	0.58

1850	400	Corr Shelf Bin,White,Cardboard,4 3/4 in	PACKAGING CORPORATION OF AMERICA	1W772	Material Handling	EA	1	1.61	0.15	1.13	1W836	EA	1	1.81	0.15	1.38
1851	400	Wired Relay,10-30VAC/DC, 120VAC,10A,SPDT	RIB	RIBU1C	Electrical	EA	1	21.04	0.23	13.68	2ERZ5	EA	1	25.69	0.23	19.61
1852	400	Tape Measure,3/4 In x 12 ft,Chrome,In/Ft	STANLEY	33-312	Hand Tools	EA	1	19.05	0.14	10.8	1MKR6	EA	1	4.37	0.14	3.88
1853	400	Plug-In CFL Bulb,2700K,26W,17,000 hr	CURRENT	F26DBX/827/ECO4P	Lighting	EA	1	9.24	0.22	5.51	56GK20	EA	1	5.38	0.22	3.64
1854	400	Flapper,Universal Fit	KORKY	2001GR	Plumbing	EA	1	5.57	0.2	3.46	2XLC8	EA	1	4.86	0.2	2.64
1855	400	Instant Adhesive,0.07 fl oz,Tube	SUPER GLUE	15109	Adhesives, Sealants and Tape	EA	1	2.07	0.1	1	3EHP7	EA	1	2.2	0.1	1.06
1856	400	Cable Tie,13.4 in,Black,PK50	TY-RAP	TY527MX	Electrical	PK	50	74.49	0.23	33.98	2CNA8	PK	250	228.84	0.23	162.97
1857	400	Hang and Stack Bin,Yellow,PP,7 in	QUANTUM STORAGE SYSTEMS	QUS250YL	Material Handling	EA	1	24	0.15	13.58	5W875	EA	1	26.87	0.15	14.47
1858	400	Nut,Fits Delta	DELTA	RP22734	Plumbing		1	11.49	0.2	8.27						
1859	400	Door Stop,Silver,1InLx2-1/2InHx2-1/2InW	IVES	WS406/407CCV US32D	Hardware	EA	1	5.24	0.05	4	457D36	EA	1	4.75	0.05	2.83
1860	400	Plug-In CFL Bulb,42W,3200 lm,3500K	SYLVANIA	CF42DT/E/IN/835/ECO	Lighting	EA	1	6.71	0.22	5.23	56GK64	EA	1	6.71	0.22	5.23
1861	400	Linear FLUOR Bulb,T12,23-3/4"L,G13,4100K	CURRENT	F20T12/CW/ECO	Lighting	EA	1	6.82	0.22	2.93	29GNW8	EA	1	7.58	0.22	4.15
1862	400	Automotive Fuse,5A Blade,ATC Series	BUSSMANN	ATC-5	Electrical	EA	1	1.89	0.23	0.7	2FCY7	PK	5	3.34	0.23	1.71
1863	400	Spray Paint Primer,Gloss,Gray,12 oz	COLORMAXX	K05513007	Paint, Equipment and Supplies		1	11.76	0.12	8.8	36XE38	EA	1	7.95	0.12	7.04
1864	400	Cleaner/Degreaser,24oz,Trig Spray Bottle	SIMPLE GREEN	0610001219024	Cleaning	EA	1	9.86	0.22	5.41	49NW14	EA	1	8.75	0.22	2.67
1865	400	Surface-Conditioning Disc,2 in Dia,TR	SCOTCH-BRITE	7000000750	Abrasives	EA	1	2.53	0.1	1.64	43SZ15	EA	1	1.38	0.1	0.82
1866	400	Glove Liners,L/9,10-1/2",PR	REFRIGIWEAR	0301RGRALAR	Safety	PR	1	1.88	0.19	1.37						
1867	400	Twist On Wire Connector,600 V,PK100	IDEAL	30-452	Electrical	PK	100	33.32	0.23	14.41	56GK64	EA	1	6.71	0.22	5.23
1868	400	Leather Gloves,9,Goatskin,PR	RINGERS GLOVES	664-09	Safety	PR	1	49.44	0.19	36.04	2MDA1	PR	1	18.52	0.19	10.23
1869	400	Elbow,90 Deg,Wrot Copper,2" Tube	NIBCO	U607 2	Plumbing	EA	1	18.76	0.2	13.51	39R505	EA	1	21.42	0.2	13.79
1870	400	Keyed Padlock,1 in,Rectangle,Gold	MASTER LOCK	4150KA	Security	EA	1	16.2	0.15	8.25						
1871	400	Tie Down Strap,Ratchet,Tuff-Edge,20 ft.	LIFT-ALL	T660513X20	Material Handling	EA	1	58.38	0.15	30.74	3LLH5	EA	1	50.27	0.15	24.89
1872	400	Vacuum Bag,Cloth,3-Ply,Non-Reusable,PK10	ATRIX	VACBP6-10P	Cleaning	PK	10	56.46	0.22	25.95	21AD26	PK	5	58.08	0.22	27.95
1873	400	Hex/Torx Bit Set,Pieces 32	KLEIN TOOLS	32525	Power Tools	EA	1	32.88	0.11	19.47	34D640	EA	1	23.61	0.11	10.76
1874	400	Disposable Gloves,Nitrile,XL,PK100	MICROFLEX	N734	Safety	PK	100	15.67	0.19	10.52	60J46	PK	100	15.14	0.19	4.98
1875	400	Coated Gloves,Full,Foam,Nitrile,XL,PR	SHOWA	377XL-09	Safety	PR	1	11.23	0.19	6.89	35YR77	PR	1	9.17	0.19	7.35
1876	400	Spud,Universal Fit	DEARBORN BRASS	4028	Plumbing	EA	1	11.03	0.2	6.71	5LXZ1	EA	1	10.32	0.2	4.22
1877	400	Photocontrol Turn-Lock,120 to 277VAC	TORK	5237-UL	Electrical	EA	1	33.03	0.23	21.47	6P006	EA	1	19.65	0.23	11.75
1878	400	First Aid Kit,Bulk,Orange,107Pcs,1 Ppl	FIRST AID ONLY	FAO-420	Safety	EA	1	25.97	0.19	11.58	31AR06	EA	1	10.78	0.19	4.57
1879	400	Nitrile Exam Gloves,PK100	MICROFLEX	93-732	Safety	PK	100	12.77	0.19	8.89	2VLY3	PK	100	14.68	0.19	6.22
1880	400	Metal Polish,10 oz,Aerosol Spray Can	SHEILA SHINE	SH-AERO	Cleaning		1	17.8	0.22	7.99	61LV33	EA	1	14.81	0.22	10.4
1881	400	Plug-In CFL Bulb,2700K,26W,10,000 hr	CURRENT	F26DBX/827/ECO	Lighting	EA	1	10.26	0.22	5	56GJ94	EA	1	4.77	0.22	3.339
1882	400	Manhole Cover Hook, 24 In	CHERNE	015443	Safety	EA	1	76.96	0.19	44.53	10K048	EA	1	133.72	0.19	75.21
1883	400	Disposable Gloves,Nitrile,L,PK250	MICROFLEX	XC-310-L	Safety	PK	250	67.63	0.19	20.71	794H51	PK	250	30.65	0.19	15
1884	400	Angle Grinder Blade,4-1/2"x.050"x7/8"	LENOX	1972921	Power Tools	EA	1	23.69	0.11	11.99						
1885	400	Spud,Universal Fit	KISSLER	57-0520	Plumbing	EA	1	14.76	0.2	7.59	468D69	EA	1	0.68	0.2	0.19
1886	400	Engine Oil,10W-30,Conventional,1qt	VALVOLINE	797578	Fleet and Vehicle Maintenance	EA	1	8.38	0.08	5.28	43Y876	EA	1	5.17	0.08	3.16
1887	400	Glue Trap,7-5/8 in. L,5 in. W	KNESS PEST DEFENSE	106-0-006	Outdoor Equipment	EA	1	1.93	0.12	0.94	5DKE9	EA	1	0.55	0.12	0.22
1888	400	LED,30 W,T8,Single Pin (Fa8)	PHILIPS	30T8/PRO/96-850/IF42/G/FA8 10/1	Lighting	EA	1	33.71	0.22	21.22						
1889	400	Disposable Respirator,M/L,N95,PK10	MOLDEX	2300N95	Safety	PK	10	49.13	0.19	27.2	22EL80	PK	10	31.09	0.19	5.24
1890	400	Barricade Tape,Caution,Yllw,Roll 3"	QUEST	Y3SM31000C-12	Security	EA	1	17.42	0.15	9.96	4A416	EA	1	16.62	0.15	4.52
1891	400	Weatherproof Cover,Die-Cast Zinc,Gray	BELL	5103-0	Electrical	EA	1	8.47	0.23	5.13	3KH39	EA	1	9.31	0.23	5.57
1892	400	Handle Coupling,Sloan	SLOAN	A6	Plumbing		1	10.13	0.2	5.6						
1893	400	First Aid Kit,Plastic,34 Pieces	FIRST AID ONLY	FAO-112	Safety	EA	1	7.51	0.19	4.49	39N833	EA	1	9.53	0.19	4.939
1894	400	Paint Brush,1.5",Angle Sash,PET,2 7/16"L	WOOSTER	P3970-1 1/2	Paint, Equipment and Supplies		1	5.26	0.12	3.51	1XRJ4	EA	1	3.07	0.12	0.64
1895	400	Toilet Paper,Roll,1125,White,19372,PK18	GEORGIA-PACIFIC	19372	Cleaning	PK	18	122.99	0.22	53.94	11YJ8	EA	1	34.55	0.22	12.35
1896	400	Label Cartridge,Black/White,3/4 In. W	BRADY	M21-750-499	Safety	EA	1	58.33	0.19	29.21	3PXW3	EA	1	50.75	0.19	25.29
1897	400	Basketball Goal Net	SPALDING	8284SR	Furniture, Hospitality and Food Service	EA	1	20.74	0.05	9.88	45NL90	EA	1	11.44	0.05	4.74
1898	400	Construction Film,10x25,3Mil,Clear	POLAR PLASTICS	GC1025	Paint, Equipment and Supplies		1	20.07	0.12	11.62	21XR52	EA	1	24.67	0.12	12.782
1899	400	Faucet Cap,Chrome,Adjustable Ring	DELTA	RP50	Plumbing		1	20.29	0.2	9.56						
1900	400	Storage Tote,Clear/White,Polypropylene	STERILITE	19849806	Material Handling		1	12.19	0.15	6.42	13N880	EA	1	11.85	0.15	5.49
1901	400	Wax Ring,Universal Fit	HERCULES	90241	Plumbing		1	6.72	0.2	3.55	39AT81	EA	1	3.13	0.2	1.61
1902	400	Faucet Connector,5/16" ID x 12" L	KISSLER	88-3910	Plumbing		1	5.12	0.2	3.69	31XJ52	EA	1	4.04	0.2	2.71
1903	400	Mechanics Gloves,Black,10,PR	MECHANIX WEAR	MFF-05-010	Safety	PR	1	21.94	0.19	10.55	45VK25	PR	1	11.58	0.19	4.97
1904	400	LED Lamp,T8 Bulb Shape,32 W,1600 lm	PHILIPS	8.9T8/MAS/48-850/IF16P/DIM 10/1	Lighting	EA	1	20.82	0.22	12.22						
1905	400	Exam Glove,Nitrile,Size S,PK100	MICROFLEX	92-134	Safety	PK	100	12.38	0.19	8.2	36VP36	PK	200	18.55	0.19	9.02
1906	400	Linear LED Bulb,T8,48" L,G13,5000K	CURRENT	LED10ET8/G/4/850	Lighting	EA	1	16.94	0.22	8.3	467W20	EA	1	12.68	0.22	5.66
1907	400	Safety Glasses,Clear	HONEYWELL UVEX	A700	Safety	EA	1	4.66	0.19	1.81	1ETK2	EA	1	2.07	0.19	0.76
1908	400	Safety Pin,3.75 in L,0.25 in dia,Steel	BUYERS PRODUCTS	66070	Fasteners	EA	1	1.13	0.32	0.77	426V12	EA	1	1.13	0.32	0.37
1909	400	Hand-Held Metal Detector, Plastic	GARRETT METAL DETECTORS	1165190	Security	EA	1	179.96	0.15	147.57	45TR93	EA	1	55.55	0.15	39.48
1910	400	Disposable Gloves,Nitrile,L,PK100	MCR SAFETY	6062L	Safety	PK	100	30.15	0.19	18.87	22LD90	PK	50	12.06	0.19	7.89
1911	400	While In Use Weatherproof Cover,Vertical	TAYMAC	MX3200	Electrical		1	26.05	0.23	11.71	38R682	EA	1	12.87	0.23	6.16
1912	400	Rubber Boot,Unisex,11,Knee,Black,PR	DUNLOP	8677533	Safety	PR	1	24.81	0.19	15.76	61UW11	PR	1	23.29	0.19	13.57
1913	400	Cord Connector,Nylon,Overall L 1.11in	HUBBELL WIRING DEVICE-KELLEMS	31622003L	Electrical	EA	1	0.76	0.23	0.49						
1914	400	ProPress 90 elbow, 2" x 2"	VIEGA PROPRESS	77042	Plumbing	EA	1	79.97	0.2	57.58	48RH62	EA	1	62.39	0.2	60.28
1915	400	Paper Towel Sheets,White,120,23000,PK12	GEORGIA-PACIFIC	23000	Cleaning	PK	12	89.63	0.22	42.95	3WE27	PK	12	83.69	0.22	36.84
1916	400	Square Sign Post Anchor,2.25"x2.25"x36"	TAPCO	1603-00008	Safety	EA	1	51.95	0.19	23.38	29UP89	PR	1	2.77	0.19	1.35
1917	400	Key Tag,White,1-1/4" W x 1-1/4" H,PK25	LUCKY LINE PRODUCTS	28225	Security	PK	25	11.42	0.15	6.51	3HJT5	PK	25	10	0.15	5.44
1918	400	Safety Glasses Lens Gray,Polycarbonate	MILWAUKEE	48-73-2016	Safety	EA	1	11.19	0.19	8.15	23Y619	EA	1	7.66	0.19	3.17
1919	400	Scrw Sz10,T25,410SS,1.5"L,PK10	TAMPER-PRUF SCREW	490360	Fasteners		10	11.32	0.32	5.91						
1920	400	Cut-Off Wheel,4-1/2 D,.045 T,7/8	NORTON	66252843219	Abrasives	EA	1	5.02	0.1	2.96	787UD4	EA	1	3.55	0.1	2.1
1921	400	Shelf Bin,Blue,Indstr Grd Poly,4 in	AKRO-MILS	30120BLUE	Material Handling		1	4.28	0.15	1.46	48WG61	EA	1	3.24	0.15	1.26
1922	400	Alligator Clip,Fully Insulated,PR	IDEAL	770205	Electrical		1	3.16	0.23	1.05	1XWN6	PK	4	3.36	0.23	1.77
1923	400	Handle,Metal	CHICAGO FAUCETS	665-RKPABCP	Plumbing		1	93.36	0.2	60.22						
1924	400	Fuse,Midget,10A,FNQ Series	BUSSMANN	FNQ-10	Electrical	EA	1	25.91	0.23	11.62	486J29	EA	1	15.45	0.23	4.37
1925	400	Exposed,Manual Flush Valve,Top Spud	SLOAN	REGAL 110 XL	Plumbing		1	198.24	0.2	106.25	5P009	EA	1	211.06	0.2	152.03
1926	400	Laundry Detergent,Tide,Jug,92 oz,PK4	TIDE	40217	Cleaning		4	174.88	0.22	82.8	61KK31	PK	4	167.45	0.22	76.94
1927	400	Grain Scoop,48 In. Handle,Poly	TRUE TEMPER	1680100GR	Outdoor Equipment	EA	1	45.37	0.12	28.73	45GV20	EA	1	43.08	0.12	24.09
1928	400	Attached Lid Container,Blue,Solid,HDPE	ORBIS	FP182 Blue	Material Handling		1	34.64	0.15	18.64						
1929	400	Bit Holder,1/4",2-3/8"	MILWAUKEE	48-32-4502	Power Tools		1	7.88	0.11	5.12	38RV72	EA	1	6.31	0.11	3.11
1930	400	Chemical Resistant Glove,17 mil,Sz 8,PR	ALPHATEC	87-198	Safety	PR	1	1.8	0.19	0.98	4BUP17	PR	1	1.25	0.19	1.221
1931	400	CFL,38 W,PL-T,4-Pin (GX24q-4)	PHILIPS	PL-T 42W/841/A/4P/ALTO	Lighting	EA	1	14.47	0.22	8.34	1PHA9	EA	1	13.18	0.22	6.91
1932	400	Sports Drink Mix,Glacier Cherry,PK10	GATORADE	04458	Safety	PK	10	11.39	0.19	8.31	24A948	PK	10	10.09	0.19	4.65
1933	400	Marking Paint,20 oz,Green,Can	KRYLON INDUSTRIAL	A03631007	Paint, Equipment and Supplies		1	13.26	0.12	4.31						
1934	400	Automotive Fuse,10A,Blade,ATC Series	BUSSMANN	ATC-10	Electrical	EA	1	1.88	0.23	0.53	2FCY9	PK	5	3.34	0.23	1.29
1935	400	Hand Soap,Pink,1,250 mL,Cranberry,PK4	GOJO	5161-04	Cleaning	PK	4	126.79	0.22	80.15	55K50	PK	4	81.62	0.22	46.04
1936	400	Connecting Link,Steel,2 35/64 in	TSUBAKI	80-2 CONNECTING LINK	Power Transmission		6L503	13.79	0.19	9.98	2YEF3	EA	1	5.85	0.19	2.36
1937	400	Riser Clamp,10.25"L,1"W	ANVIL	0500173562	Plumbing		4HYJ9	12.05	0.2	8.68						
1938	400	Adh Bandage,Fabric,3/4"W,100/Box,PK100	FIRST AID ONLY	H119	Safety	PK	41CP80	9.26	0.19	4.84	41CR02	PK	50	7.81	0.19	3.49
1939	400	Fluorescent,17 W,T8,Medium Bi-Pin (G13)	PHILIPS	F17T8/TL865 PLUS/ALTO 30PK	Lighting		492X78	8.11	0.22	5.44						
1940	400	Safety Pin,2.781 in L,0.313 in dia,Steel	BUYERS PRODUCTS	66053	Fasteners	EA	1	0.99	0.32	0.33						
1941	400	Pallet Rack Decking, 42in x 46in	HUSKY RACK & WIRE	4246A3	Material Handling	EA	1	78.6	0.15	29.6	4AYR1	EA	1	60.43	0.15	27.59
1942	400	Batt Pack,NiMH,1800mAh,Streamlight	STREAMLIGHT	75375	Lighting	EA	1	28.25	0.22	19.45						
1943	400	Funnel,64 oz.,1/2" dia. Spout	FUNNEL KING	94473	Fleet and Vehicle Maintenance	EA	53KJ37	19.37	0.08	7.05	53KJ39	EA	1	3.98	0.08	1.62
1944	400	Gloves,Wrk,Nitrle Dipped,Cut 3 Resist.,L	MILWAUKEE	48-22-8932	Safety	EA	1	18.84	0.19	13.73	48UR19	PR	1	6.03	0.19	4.01
1945	400	Windshield Washer,1 gal. Size,Bottle	PRESTONE	AS657	Fleet and Vehicle Maintenance	EA	1	7.16	0.08	3.51	2EXW7	EA	1	3.95	0.08	2.47
1946	400	Flow Control,Bunar-S,7/16inHx3/8inDia	ACORN	0469-007-000	Fasteners	EA	1	4.55	0.32	2.08						
1947	400	Wire Rope Sleeve,1/8 In,304 SS	LOOS	SL11-4	Material Handling	EA	1	1.78	0.15	1.36	16X828	EA	1	1.55	0.15	1.02
1948	400	Hand Soap,Yellow,1,200 mL,,42714,PK2	GEORGIA-PACIFIC	42714	Cleaning		53JU93	108.65	0.22	66.79	53JU94	PK	2	114.74	0.22	44.25
1949	400	Emrg Lght,Plst,Nick Cad,0.54W,LED	FULHAM FIREHORSE	FHEM10W	Lighting	EA	1	36.65	0.22	20.89	13M588	PR	1	45.68	0.19	28.37
1950	400	Coated Gloves,Black/Blue/Gray,L,PR	SHOWA	S-TEX377L-08	Safety	PR	1	19.35	0.19	9.54	49JY64	PR	1	12.68	0.19	5.51
1951	400	Mounting Strap,Ivory,Steel,Straps	LEGRAND	V504	Electrical	EA	1	0.72	0.23	0.35						
1952	400	Ranger Hat,Hi-Vis Lime,L/XL	GLOWEAR BY ERGODYNE	23260	Safety	EA	1	22.31	0.19	9.8	1CKK8	EA	1	22.31	0.19	9.8
1953	400	Silicone Sealant,Clear,Window,Door	DAP	00753	Adhesives, Sealants and Tape		5E077	12.41	0.1	4.58	49LX48	EA	1	9.54	0.1	4.71
1954	400	Chemical Resistant Glove,26" L,Sz 10,PR	HONEYWELL NORTH	NK803ESIN/10	Safety	PR	1	54.69	0.19	24.72	1PA60	PR	1	19.28	0.19	7.78
1955	400	Disinfecting Wipes,80 ct,Canister,PK6	LYSOL	REC 84251	Cleaning		1XEH7	69.98	0.22	42.38	811PD1	EA	1	9.94	0.22	6.68
1956	400	Disposable Gloves,Rubber Latex,L,PK100	MICROFLEX	DGP-350-L	Safety	PK	100	22.31	0.19	13.89	6DXM84	PK	100	18.45	0.19	12.67
1957	400	Insulating Elec Tape,3/4 inx30 ft	3M	130C 3/4X30FT	Adhesives, Sealants and Tape		2A459	36.38	0.1	20.82						
1958	400	Rubber Boot,Unisex,10,Knee,Black,PR	DUNLOP	8677533	Safety	PR	1	24.81	0.19	15.76	61UW10	PR	1	23.29	0.19	13.57
1959	400	U-Shaped Fluorescent,40 W,T12,G13	PHILIPS	FB40/T12/CW Supreme/6 12PK	Lighting	EA	492Y29	20.12	0.22	10						
1960	400	Plug-In CFL Bulb,3500K,39W,12,000 hr	CURRENT	F39BXSPX35RS10PK	Lighting	EA	6V066	20.12	0.22	8.3	6V039	EA	1	20.87	0.22	8.3
1961	400	Roller Cover,9"L,1 1/4"Nap,Poly/Wool	PREMIER	9KW2-125	Paint, Equipment and Supplies		24K677	8	0.12	5.07	29UT32	EA	1	4.71	0.12	2.98
1962	400	Fluorescent,32 W,T8,Medium Bi-Pin (G13)	PHILIPS	F32T8/TL835 PLUS ALTO 30PK	Lighting		492X59	8.16	0.22	3						
1963	400	Wire Wheel Brush,Twisted,Carbon Steel	NORTON	66252839111	Abrasives	EA	48JP47	6.58	0.1	3.06	436M55	EA	1	4.6	0.1	1.87
1964	400	CutOff Wheel,A60S,5"x.045"x7/8",12200rpm	UNITED ABRASIVES-SAIT	22235	Abrasives	EA	22PT33	5.17	0.1	2.67	22PT32	EA	1	4.55	0.1	2.35
1965	400	BlnkBxMntWllPlt,Mid;Wht,1Gng,Smth Stn	HUBBELL	PJ13W	Electrical		S5KU41	1.53	0.23	0.69						

1966	400	Foam Brush,2 in,Foam,Polyurethane Foam	WOOSTER	3102-2	Paint, Equipment and Supplies	38UX05	EA	1	0.94	0.12	0.48	1XRK1	EA	1	0.6	0.12	0.24
1967	400	Ring Buoy Rope Bag,90 ft	MUSTANG SURVIVAL	MRD190-0-0-215	Safety	11N742	EA	1	58.79	0.19	35.34	59MF08	EA	1	48.99	0.19	37.92
1968	400	LED,10 W,A19,Medium Screw (E26),PK4	CURRENT	LED10DA19/827/E-4PK	Lighting	796FT2	PK	4	27.48	0.22	19.67	784N96	EA	1	2.72	0.22	1.57
1969	400	RTV Silicone Sealant,8 oz,Clear	ANTI-SEIZE TECHNOLOGY	27086	Adhesives, Sealants and Tape	5E145	EA	1	34.21	0.1	13.33	34D503	EA	1	2.32	0.1	1.4
1970	400	Coated Gloves,Gray/Green,8	SHOWA	350M-08	Safety	12R280	PR	1	5.13	0.19	2.64	48UP87	PR	1	1.75	0.19	0.98
1971	400	Texas Flagging Tape,Grn,300ft x 1-3/16in	PRESCO PRODUCTS CO	TXG-200	Security	3JWA7	EA	1	2.69	0.15	1.9	9NPN3	EA	1	2.52	0.15	1.82
1972	400	Aerated Outlet,Brass,13/16 in - 27	NEOPERL	5501505	Plumbing	4XGG8	EA	1	1.78	0.2	1.16	4XGG9	EA	1	1.78	0.2	1.16
1973	400	Tape Measure,1-1/4 Inx35 ft,Yellow/Black	STANLEY	33-735	Hand Tools	3TB92	EA	1	54.8	0.14	32.35	55MN53	EA	1	13.57	0.14	13.27
1974	400	Metering Cartridge	CHICAGO FAUCETS	665-190KJKABNF	Plumbing	26Y193	EA	1	42.25	0.2	21.94						
1975	400	Hard Hat,Type 1, Class E,Ratchet,White	BULLARD	30WHR	Safety	9FGT3	EA	1	34.84	0.19	18.54	56LF73	EA	1	13.53	0.22	10.45
1976	400	Spray Paint,Black,Ultra-Flat,12 oz	RUST-OLEUM	1676830V	Paint, Equipment and Supplies	783AE8	EA	1	12.89	0.12	8.51	2RRD4	EA	1	12.36	0.12	9.361
1977	400	Filler Plate,Flush,0.99inW	SQUARE D	HOMF9	Electrical	1D525	EA	1	5.26	0.23	3.16						
1978	400	Disposable Gloves,Nitrile,2XL,PK100	MCR SAFETY	6062XXL	Safety	49DA88	PK	100	30.15	0.19	18.87	36J016	PK	100	15.99	0.19	10.6
1979	400	Handle,Zinc	GERBER	98-014	Plumbing	10R217	EA	1	19.12	0.2	13.77	20CC70	EA	1	7.37	0.2	5.41
1980	400	Graffiti PaintRemoverTowels,12"x10",30ct	ITW DYMON	9013049490	Cleaning	4HK51	EA	1	19.93	0.22	11.93						
1981	400	Foot Warmer,7-3/4 in. x 2-3/4 in.,PK5	HOTHANDS	HFINS5PK	Safety	26KF13	PK	5	16.39	0.19	8.56	26KF12	PR	1	3.19	0.19	1.8
1982	400	Keyed Padlock, 9/16 in,Rectangle,Gold	MASTER LOCK	4130KAWWG	Security	4YH22	EA	1	8.87	0.15	4.1	4YH20	EA	1	6.02	0.15	3
1983	400	Closet Auger,1/2" dia. x 6 ft. L Cable	RIDGID	K-6P	Hand Tools	476G21	EA	1	99.29	0.14	57.13						
1984	400	Instant Cold Pack,White,5inL x 9inW,PK24	DYNAREX	4512	Safety	36PV27	PK	24	49.55	0.19	19.66	39P021	EA	1	2.37	0.19	0.94
1985	400	Sleeve Coupling Insert,6JE,EPDM Rubber	TB WOODS	6J	Power Transmission	322P57	EA	1	46.15	0.19	25.71						
1986	400	LH Ceramic Cartridge	CHICAGO FAUCETS	1-100XKJKABNF	Plumbing	5UTV8	EA	1	40.84	0.2	20.76						
1987	400	Cartridge Filter,Paper,Reusable	MILWAUKEE	49-90-1900	Cleaning	3APH8	EA	1	40.73	0.22	22.08						
1988	400	Floor Safety Sign,Yellow,HDPE,25 in H	RUBBERMAID COMMERCIAL PRODUCTS	FG611200YEL	Safety	3U953	EA	1	43.21	0.19	13.93	2LEA8	EA	1	27.81	0.19	5.94
1989	400	Fire Barrier Sealant,Tube,10.1 oz	3M	CP-25WB+10.1OZ	Safety	5Z337	EA	1	23.85	0.19	11.53	18M459	EA	1	16.31	0.19	6.88
1990	400	Spray Paint,White,Gloss,12 oz	RUST-OLEUM	1692830V	Paint, Equipment and Supplies	783AF2	EA	1	12.89	0.12	8.51	800T52	EA	1	11.76	0.12	8.8
1991	400	Keyed Padlock, 5/8 in,Rectangle,Silver	MASTER LOCK	3KA	Security	1A446	EA	1	16.33	0.15	7.8						
1992	400	Lubricant,2 oz.,Dropper Bottle	TRI-FLOW	TF21010	Lubrication	3JDL7	EA	1	8.62	0.1	4.38						
1993	400	Glove,Blk Nitrl PimCoat,Gry,11	HYFLEX	11-801	Safety	1FEW6	PR	1	6.49	0.19	4.11	60VY85	PR	1	2.41	0.19	1.62
1994	400	Connector,Steel,Overall L 1 29/32in	RACO	2904	Electrical	43GY39	EA	1	2.94	0.23	1.31						
1995	400	Key Blank,For 4DED5,Bright Brass	COMPX NATIONAL	D4291	Security	4DEF9	EA	1	2.15	0.15	1.4	1GAJ6	PK	10	9.41	0.15	5.9

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: 240078

RFP Issued: February 7, 2024

Pre-Proposal Date: February 20, 2024

Response Due Date: March 28, 2024

Proposals Received: #5

Awarded to: W. W. Grainger, Inc.

The City of Tucson, AZ Business Services Department, Shared Services – Procurement issued RFP #240078 on February 7, 2024, to establish a national cooperative contract for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services.

The solicitation included cooperative purchasing language in **Section C.2, National Cooperative Contract – OMNIA Partners**:
*The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson website/OpenGov
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On March 28, 2024 proposals were received from the following offerors:

- Geary Pacific Supply
- Interplay Learning, Inc.
- W. W. Grainger, Inc.
- Hi-Line Electric Co.
- Mallory Safety & Supply

The proposals were evaluated by an evaluation committee. Interplay Learning, Inc. was determined to be non-responsive. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with W.W. Grainger, Inc. and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

The City of Tucson, OMNIA Partners and W.W. Grainger, Inc. successfully negotiated a contract, and the City of Tucson executed the agreement with a contract effective date of January 1, 2025

Contract includes:

- Nearly 2 million available products and approximately 4,000 sales representatives
- Grainger.com website and Branch/Store ordering service channels available
- Direct-to-Customer and Physical Pickup fulfillment options
- Customer Managed Inventory (CMI) and Vendor Managed Inventory (VMI)
- Product sourcing, consulting services
- Additional incentives for annual volume purchases

Term:

Initial three-year agreement from 1/1/2025 through 12/31/2027 with the option to renew for two (2) additional one-year periods through 12/31/2029.

Pricing/Discount:

Category discounts range from 5% to 32% off catalog prices

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for December 17, 2024 - "Request for Extensions and/or Piggybacks."

Requested Action: Staff recommends approval.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission, requests for approval to enter into contracts and agreements as the result of formal solicitations, and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to the Commission as part of the initial approval process. Procurement Services seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and anticipated expenditures by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Cayco Landscaping	Landscaping Maintenance Services for Parks, Future Parks/Scrubs	Bid No. 031-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $175,000

Cayco Landscaping	Landscaping Maintenance Services for Facility Sites	Bid No. 032-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $160,000
Batallan Enterprises, Inc. dba Property Works	Landscaping Maintenance Services for Medians and Right-of-Ways/ROWs (MR)	Bid No. 033-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $510,000
Information Consultants, Inc.	Annual Laserfiche Maintenance and Support Services	City of Boynton Beach Service Agreement 010-1510-21/RW	January 5, 2025 – January 4, 2026	Annual Estimated Expenditure $128,000
Atlantic Southern Paving and Sealcoating, LLC; M & M Asphalt Maintenance Inc. dba All County Paving	Asphalt and Sidewalk Rehabilitation	Bid No. PWE22-08	April 5, 2025 to April 4, 2026	Annual Estimated Expenditure $2,400.000

How will this affect city programs or services?

This renewal report will be used for solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact: Funds have been budgeted under the line items as noted on the attached report.

Attachments:
$100K over REQUEST FOR BID EXTENSIONS December 17 2024 Report - Exhibit A.docx
Renewal Interest Letter - 031-2730-20/RW - Parks Future Parks - Cayco Landscaping 2025-2025.pdf
24.10.28 - 032-2730-20/RW - CAYCO 2025 Price Increase Request-Memo.pdf

24.10.28 - CAYCO 2025 Price Increase Request-Memo - 031-2730-20-RW Parks Future Parks-Scrubs.pdf
24.10.28 - Renewal Interest Letter - 032-2730-20/RW - Cayco Landscaping - Facility Sites - 2025.pdf
Renewal Interest Letter - 033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Signed
033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Increase letter City of Boynton FY25.pdf
Renewal_Interest_Letter-Laserfiche Support Maint Information Consultants 25-26 - signed.pdf
Renewal Interest Letter-Southern Asphalt Paving 25-26 Signed.pdf
Renewal Interest Letter -M &M Asphalt-All County 25-26 Signed.pdf

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
DECEMBER 17, 2024

REQUESTING DEPARTMENT: ***Public Works***
DEPARTMENT CONTACT: ***Annalie Holmes***
TERM: ***January 1, 2025, to December 31, 2025***
SOURCE FOR PURCHASE: ***City of Boynton Beach Bid 031-2730-20/RW Landscaping Maintenance Services for Parks, Future Parks/Scrubs***
ACCOUNT NUMBER: ***001-2730-572.49-17***

VENDOR(S): ***Cayco Landscaping***
ANNUAL ESTIMATE: ***$175,000***

DESCRIPTION:
On December 15, 2020, by Resolution R20-143, Commission approved the award and authorized the City Manager to sign the Contract with Blue Marlin Investments, Inc. dba Cayco Landscaping based on Bid No. 031-2730-20/RW for Landscape Maintenance Services for Parks, Future Parks/Scrub Perimeters. The Agreement was for an initial three (3) years, with an option to renew for two (2) one-year terms (exercised separately) subject to vendor acceptance, and satisfactory performance. The Vendor requests a price adjustment in accordance with the price escalation/de-escalation provision within the Invitation to Bid; which shall not exceed the previous one (1) year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City obtains the CPI Index from the Municipal Cost Index, developed exclusively by American City and County Magazine at https://www.americancityandcounty.com/municipal-cost-index-2023. The vendor has agreed to renew the contract with a 3.60% price increase for the 1st one (1) one-year term. Approve the 1st one-year renewal term from January 1, 2025, through December 31, 2025.

REQUESTING DEPARTMENT: ***Public Works***
DEPARTMENT CONTACT: ***Annalie Holmes***
TERM: ***January 1, 2025, to December 31, 2025***
*SOURCE FOR PURCHASE****: City of Boynton Beach Bid No. 032-2730-20/RW Landscaping Maintenance Service for Facility Sites***
ACCOUNT NUMBER: ***001-2730-572.49-17***

VENDOR(S): ***Cayco Landscaping***
ANNUAL ESTIMATE: ***$160,000***

DESCRIPTION:
On December 15, 2020, by Resolution R20-144, Commission approved the award and authorized the City Manager to sign the Contract with Blue Marlin Investments, Inc. dba Cayco Landscaping based on Bid No. 032-2730-20/RW for Landscape Maintenance Services for Facility Sites. The Agreement was for an initial three (3) years, with an option to renew for two (2) one-year terms (exercised separately) subject to vendor acceptance, and satisfactory performance. The Vendor requests a price adjustment in accordance with the price escalation/de-escalation provision within the Invitation to Bid, which shall not exceed the previous one (1) year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City obtains the CPI Index from the Municipal Cost Index, developed exclusively by

American City and County Magazine at https://www.americancityandcounty.com/municipal-cost-index-2023. The vendor has agreed to renew the contract with a 3.60% price increase for the 1st one (1) one-year term. Approve the 1st one-year renewal term from January 1, 2025, through December 31, 2025.

REQUESTING DEPARTMENT: ***Public Works***
DEPARTMENT CONTACT: ***Annalie Holmes***
TERM: ***February 1, 2025, to January 31, 2029***
*SOURCE FOR PURCHASE****: City of Boynton Beach Bid No. 033-2730-20/RW Landscaping Maintenance Service for Medians and Right-of-Ways/ROWs (MR)***
ACCOUNT NUMBER: ***001-2512-541.49-17***

VENDOR(S): ***Batallan Enterprises, Inc. dba Property Works***
ANNUAL ESTIMATE: ***$510,000***

DESCRIPTION:
On December 15, 2020, by Resolution R20-144, Commission approved the award and authorized the City Manager to sign the Contract with Batallan Enterprises, Inc. dba Property Works based on Bid No. 033-2730-20/RW for Landscape Maintenance Services for Medians and Right-of-Ways/ROWs (MR). The Agreement was for an initial three (3) years, with an option to renew for two (2) one-year terms (exercised separately) subject to vendor acceptance, and satisfactory performance. The Vendor requests a price adjustment in accordance with the price escalation/de-escalation provision within the Invitation to Bid, which shall not exceed the previous one (1) year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City obtains the CPI Index from the Municipal Cost Index, developed exclusively by American City and County Magazine at https://www.americancityandcounty.com/municipal-cost-index-2023. The vendor has agreed to renew the contract with a 3.60% price increase for the 1st one (1) one-year term. Approve the 1st one-year renewal term from January 1, 2025, through December 31, 2025.

REQUESTING DEPARTMENT: ***ITS***
DEPARTMENT CONTACT: ***Fred Harris***
TERM: ***January 5, 2025 to January 4, 2026***
SOURCE FOR PURCHASE: ***City of Boynton Beach Service Agreement No. 010-1510-21/RW***
ACCOUNT NUMBER:
Various City Departments
001-1510-513.46-91
001-2112-521.46-91
401-2821-536.46-91
001-5001-590.49-17

VENDOR(S): ***INFORMATION CONSULTANTS, INC.***
ANNUAL ESTIMATE: ***$128,000***

DESCRIPTION:
On January 5, 2021, by Resolution No. R21-004, Commission approved the Vendor Service Agreement for the Solution Provider Services and Software Maintenance and Support of Laserfiche, the City's Enterprise Content Management System with Information Consultants, Inc. of Miami, Florida. The Agreement allows for an initial (1) year period with four (4) one-year renewal periods. The vendor has agreed to renew the Agreement for the 4th one-year renewal term with the same prices, terms, and conditions.

REQUESTING DEPARTMENT: ***Public Works Engineering, Construction Services***
DEPARTMENT CONTACT: ***Carl Frumenti***
TERM: ***April 5, 2025 to April 4, 2026***
SOURCE FOR PURCHASE: ***City of Boynton Beach Service Bid No. PWE22-088, Asphalt and Sidewalk Rehabilitation***
ACCOUNT NUMBER:
303-4904-541.63-24
303-4904-580.63-08
303-4904-541.63.03

VENDOR(S): ***Atlantic Southern Paving and Sealcoating, LLC; M & M Asphalt Maintenance Inc. dba All County Paving***
ANNUAL ESTIMATE: ***$2,400,000.00***

DESCRIPTION:
On April 5, 2022, by Resolution No. R22-057, Commission approved the award and authorized the City Manager to sign contracts for Bid No. PWE22-008 for Asphalt and Sidewalk Rehabilitation with Atlantic Southern Paving and Sealcoating, LLC and M & M Asphalt Maintenance, Inc. dba All County Paving. The initial Agreement was for three (3) years with two (2) one-year renewal terms. The vendor has agreed to renew the Agreement for the 1st one-year renewal term with the same prices, terms, and conditions.

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 No: (561) 742-6310

October 25, 2024

Cayco Landscaping
Attn: Alejandro Rotundo
PO Box 5652
Fort Lauderdale, Florida 33310

VIA EMAIL TRANSMITTAL TO: arotunda@caycolandscaping.com

BID.: LANDSCAPING MAINTENANCE SERVICES FOR PARKS, FUTURE PARKS / SCRUB

BID No.: 031-2730-20/RW

CURRENT BID TERM: JANUARY 1, 2021 – *DECEMBER 31, 2024*

Dear Mr. Rotundo:

The current bid term for "LANDSCAPE MAINTENANCE SERVICES FOR FACILITY SITES" expires on December 31, 2024.

The agreement documents allow for two (2) one-year renewals. The City of Boynton Beach would like to renew the agreement for its 1st renewal for a one-year term with the same terms and conditions with a 3.60% increase in the prices.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

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 No: (561) 742-6310

October 25, 2024

BID: LANDSCAPING MAINTENANCE SERVICES FOR PARKS, FUTURE PARKS/SCRUBS

BID No.: 031-2730-20/RW

Agreement between the City of Boynton Beach and **CAYCO LANDSCAPING.**

AGREEMENT RENEWAL TERM: ***JANUARY 1, 2025 – DECEMBER 31, 2025***

__**X**__ Yes, I agree to renew the existing agreement for an additional one-year term under the same terms and conditions with a 3.60% increase in the prices.

_____ No, I do not wish to renew the bid for the following reason(s) _____

CAYCO LANDSCAPING
NAME OF COMPANY

SIGNATURE

ALEJANDRO ROTUNDO
NAME OF REPRESENTATIVE
(please print)

COO
TITLE

10/28/2024
DATE

(305) 606-1603
(AREA CODE) TELEPHONE NUMBER

arotundo@cayco.us
E-MAIL

October 28th, 2024

City of Boynton Beach
Mr Dan Dugger
City Manager
cc. Taralyn Pratt, CPPB
100 E Ocean Ave. Boynton Beach Fl 33425

Re: *Contract # 031-2730-20/RW 2025 Renewal & Price Adjustment*

Dear Mr Dugger & Ms Pratt

As per written request, we understand that the City would like to renew the Contract #031-2730-20/RW between the City of Boynton Beach and Blue Marlin Investments INC dba Cayco Landscaping for the Landscape Maintenance Services for the following:

- FACILITY SITES currently at $143,944.00 per year
- PARKS, FUTURE PARKS/SCRUB PERIMETERS currently at $122,661.00 per year

As per the Contract, the City will allow a price adjustment in accordance with the Price Escalation/Dee-scalation provision within the ITB No. 031-2730-20/RW after the first year of service. Inflation continues to have a significant impact on the landscaping industry. We continue seeing costs at record levels with a CPI year-to-year change at 3.61% for September 2023 as per the Municipal Cost Index Archive published by the American City County Magazine.

https://www.americancityandcounty.com/2023-municipal-cost-index-archive/

The new proposed rate will be the following, to be increased proportionally for each location under the same scope on the Contract (please see Exhibit A for individual location pricing).

- FACILITY SITES total new rate at $149,140.34 for the year 2025
- PARKS, FUTURE PARKS/SCRUB PERIMETERS new rate at 127,089.06 for the year 2025

Waiting for a positive response

Yours truly,



_____

Alejandro Rotundo
Chief Operating Officer
arotundo@cayco.us / 305-606-1603
Blue Marlin Investments INC dba Cayco Landscaping

EXHIBIT A

PARKS & FUTURE PARKS (Landscape)			3.61%	
Name of Park	**Address**	**CURRENT**	**Increase**	**NEW Rate**
Arbor Park	124 E. Woolbright Road	$ 2,574.00	$ 92.92	$ 2,666.92
Dewey Park	100 NE 4th Street	$ 2,574.00	$ 92.92	$ 2,666.92
Heritage Park	N. Seacrest Blvd. & NW 10 Ave	$ 5,148.00	$ 185.84	$ 5,333.84
Hibiscus Park	660 SW 1st Avenue	$ 5,148.00	$ 185.84	$ 5,333.84
Jaycee Park	2600 S. Federal Highway	$ 15,444.00	$ 557.53	$ 16,001.53
Kiwanis Sierra Park	554 NE 22nd Avenue	$ 2,574.00	$ 92.92	$ 2,666.92
Knollwood Park	8121 Lawrence Road	$ 10,296.00	$ 371.69	$ 10,667.69
Palmetto Greens(East & West)	421 NE 13th Avenue	$ 10,296.00	$ 371.69	$ 10,667.69
Sara Sims Park	209 NW 9th Avenue	$ 20,592.00	$ 743.37	$ 21,335.37
Mangrove Park	320 N Federal Hwy	$ 12,870.00	$ 464.61	$ 13,334.61
Quantum Eco-Park	3500 Quantum Boulevard	$ 5,148.00	$ 185.84	$ 5,333.84
Quantum District Park	NW behind Parkside townhomes	$ 3,564.00	$ 128.66	$ 3,692.66
Urban Orchard	118 W MLK	$ 1,930.50	$ 69.69	$ 2,000.19
Galaxy Scrub	Next to Galaxy Park	$ 1,188.00	$ 42.89	$ 1,230.89
Meadows Nautica Sound Park	PCN 08434507040000010 + (2)	$ 3,564.00	$ 128.66	$ 3,692.66
Nickels Road Park * Future Park	ROW along Nickels Blvd and Quentin Ave	$ 1,188.00	$ 42.89	$ 1,230.89
Old Landfill	34 acres West	$ 9,504.00	$ 343.09	$ 9,847.09
FPL Park * Future Park	(West Side of I-95 & South of Golf Road)	$ 3,564.00	$ 128.66	$ 3,692.66
Girl Scout Park * Future Park	(I-95 & Chapelhill Drive	$ 3,564.00	$ 128.66	$ 3,692.66
Demonstration Gardens	611 NE 6th Avenue	$ 1,930.50	$ 69.69	$ 2,000.19
		$ 122,661.00		**$ 127,089.06**
		$ 10,221.75		**$ 10,590.76**

FACILITY SITES (Landscape)			3.61%	
Name of Facility	**Address**	**CURRENT**	**Increase**	**NEW Rate**
Clinic	1700 W Woolbright Rd	$ 7,722.00	$ 278.76	$ 8,000.76
Police Sub-Station (Old Fire S#2)	2210 South Congress Ave	$ 1,287.00	$ 46.46	$ 1,333.46
Fire Station 1	200 NE 1st St	$ 2,574.00	$ 92.92	$ 2,666.92
Fire Station 2	2615 Woolbright Rd	$ 3,861.00	$ 139.38	$ 4,000.38
Fire Station 3 & BBPD Pistol Range	3501 N Congress Ave	$ 3,861.00	$ 139.38	$ 4,000.38
Fire Station 4	1919 S Federal Hwy	$ 1,782.00	$ 64.33	$ 1,846.33
Fire Station 5 & Police DP	2080 & 2100 High Ridge Road	$ 3,861.00	$ 139.38	$ 4,000.38
Boynton Memorial Cemetery	1611 S Seacrest Blvd	$ 594.00	$ 21.44	$ 615.44
Woman's Club	1010 S Federal Hwy	$ 594.00	$ 21.44	$ 615.44
Rolling Greens Compound	515 NW 14th Ave	$ 2,376.00	$ 85.77	$ 2,461.77
Public Works Compound	222 NE 9th Ave	$ 2,574.00	$ 92.92	$ 2,666.92
Trash & Litter Mangrove Park	320 N Federal Hwy	$ 5,148.00	$ 185.84	$ 5,333.84
Model Block & MLK Trash	Martin Luther King Jr Blvd	$ 7,722.00	$ 278.76	$ 8,000.76
Bus Stops (34 total) - 2x p/week		$ 41,392.00	$ 1,494.25	$ 42,886.25
I-95 Woolbright, Boynton Blvd & Gateway) C29		$ 4,776.00	$ 172.41	$ 4,948.41
PARKS TRASH RUN (Knollwood, Intracoastal, Jaycee, Meadows, Barrier Free, Sara Sims, Oceanfront)		$ 53,820.00	$ 1,942.90	$ 55,762.90
		$ 143,944.00		**$ 149,140.34**
		$ 11,995.33		**$ 12,428.36**

October 28th, 2024

City of Boynton Beach
Mr Dan Dugger
City Manager
cc. Taralyn Pratt, CPPB
100 E Ocean Ave. Boynton Beach Fl 33425

Re: *Contract # 031-2730-20/RW 2025 Renewal & Price Adjustment*

Dear Mr Dugger & Ms Pratt

As per written request, we understand that the City would like to renew the Contract #031-2730-20/RW between the City of Boynton Beach and Blue Marlin Investments INC dba Cayco Landscaping for the Landscape Maintenance Services for the following:

- FACILITY SITES currently at $143,944.00 per year
- PARKS, FUTURE PARKS/SCRUB PERIMETERS currently at $122,661.00 per year

As per the Contract, the City will allow a price adjustment in accordance with the Price Escalation/Dee-scalation provision within the ITB No. 031-2730-20/RW after the first year of service. Inflation continues to have a significant impact on the landscaping industry. We continue seeing costs at record levels with a CPI year-to-year change at 3.61% for September 2023 as per the Municipal Cost Index Archive published by the American City County Magazine.

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The new proposed rate will be the following, to be increased proportionally for each location under the same scope on the Contract (please see Exhibit A for individual location pricing).

- FACILITY SITES total new rate at $149,140.34 for the year 2025
- PARKS, FUTURE PARKS/SCRUB PERIMETERS new rate at 127,089.06 for the year 2025

Waiting for a positive response

Yours truly,

_____

Alejandro Rotundo
Chief Operating Officer
arotundo@cayco.us / 305-606-1603
Blue Marlin Investments INC dba Cayco Landscaping

Cayco

EXHIBIT A

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Demonstration Gardens	611 NE 6th Avenue	$ 1,930.50	$ 69.69	$ 2,000.19
		$ 122,661.00		**$ 127,089.06**
		$ 10,221.75		**$ 10,590.76**

FACILITY SITES (Landscape)			3.61%	
Name of Facility	**Address**	**CURRENT**	**Increase**	**NEW Rate**
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Fire Station 5 & Police DP	2080 & 2100 High Ridge Road	$ 3,861.00	$ 139.38	$ 4,000.38
Boynton Memorial Cemetery	1611 S Seacrest Blvd	$ 594.00	$ 21.44	$ 615.44
Woman's Club	1010 S Federal Hwy	$ 594.00	$ 21.44	$ 615.44
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Model Block & MLK Trash	Martin Luther King Jr Blvd	$ 7,722.00	$ 278.76	$ 8,000.76
Bus Stops (34 total) - 2x p/week		$ 41,392.00	$ 1,494.25	$ 42,886.25
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PARKS TRASH RUN (Knollwood, Intracoastal, Jaycee, Meadows, Barrier Free, Sara Sims, Oceanfront)		$ 53,820.00	$ 1,942.90	$ 55,762.90
		$ 143,944.00		**$ 149,140.34**
		$ 11,995.33		**$ 12,428.36**

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 No: (561) 742-6310

October 25, 2024

Cayco Landscaping
Attn: Alejandro Rotundo
PO Box 5652
Fort Lauderdale, Florida 33310

VIA EMAIL TRANSMITTAL TO: arotunda@caycolandscaping.com

BID.: LANDSCAPING MAINTENANCE SERVICES FOR FACILITY SITES

BID No.: 032-2730-20/RW

CURRENT BID TERM: JANUARY 1, 2021 – *DECEMBER 31, 2024*

Dear Mr. Rotundo:

The current bid term for "LANDSCAPE MAINTENANCE SERVICES FOR FACILITY SITES" expires on December 31, 2024.

The agreement documents allow for two (2) one-year renewals. The City of Boynton Beach would like to renew the agreement for its 1st renewal for a one-year term with the same terms and conditions with a 3.60% increase in the prices.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

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 No: (561) 742-6310

October 25, 2024

BID: LANDSCAPING MAINTENANCE SERVICES FOR FACILITY SITES

BID No.: 032-2730-20/RW

Agreement between the City of Boynton Beach and **CAYCO LANDSCAPING.**

AGREEMENT RENEWAL TERM: ***JANUARY 1, 2025 – DECEMBER 31, 2025***

__**X**__ Yes, I agree to renew the existing agreement for an additional one-year term under the same terms and conditions with a 3.60% increase in the prices.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

CAYCO LANDSCAPING

NAME OF COMPANY

SIGNATURE

ALEJANDRO ROTUNDO

NAME OF REPRESENTATIVE
(please print)

COO

TITLE

10/28/2024

DATE

(305) 606-1603

(AREA CODE) TELEPHONE NUMBER

arotundo@cayco.us

E-MAIL

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 No: (561) 742-6310

October 25, 2024

Batallan Enterprises, Inc. dba Property Works
Attn: Tony Batallan
1201 Roebuck Ct.
West Palm Beach, FL 33401

VIA EMAIL TRANSMITTAL TO: tony@propertyworksonline.net

BID.: LANDSCAPING MAINTENANCE SERVICES FOR MEDIANS AND RIGHT-OF-WAYS/ROWs (MR)

BID No.: 033-2730-20/RW

CURRENT BID TERM: JANUARY 1, 2021 – *DECEMBER 31, 2024*

Dear Mr. Batallan:

The current bid term for "LANDSCAPE MAINTENANCE SERVICES FOR MEDIANS AND RIGHT-OF-WAYS/ROWs (MR)" expires on December 31, 2024.

The agreement documents allow for two (2) one-year renewals. The City of Boynton Beach would like to renew the agreement for its 1st renewal for a one-year term with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

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 No: (561) 742-6310

October 25, 2024

BID: LANDSCAPING MAINTENANCE SERVICES FOR MEDIANS AND RIGHT-OF-WAYS/ROWs (MR)

BID No.: 033-2730-20/RW

Agreement between the City of Boynton Beach and **BATALLAN ENTERPRISES, INC. DBA PROPERTY WORKS.**

AGREEMENT RENEWAL TERM: ***JANUARY 1, 2025 – DECEMBER 31, 2025***

_____ Yes, I agree to renew the existing agreement for an additional one-year term under the same terms and conditions with a 3.60% increase in the pricing.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

BATALLAN ENTERPRISES, INC
DBA PROPERTY WORKS
NAME OF COMPANY

Mirna Mosquera
SIGNATURE

Mirna Mosquera
NAME OF REPRESENTATIVE
(please print)

Administrative Director
TITLE

12-2-2024
DATE

561-805-8687
(AREA CODE) TELEPHONE NUMBER

mirna@propertyworksonline.net
E-MAIL

December 2, 2024

1201 Roebuck Court
West Palm Beach, FL 33401
Main: 561.805.8687
Fax: 561.805.8688

Subject: City of Boynton Beach CPI Increase for Property Works

To whom it may concern:

Property Works is requesting an increase of 3.60% for FY2025 for the Right of Ways and Medians. Total annual price will increase from $355,880 to $368,691.68. We are also requesting this 3.60% increase for the additional services contracts that we have with the City of Boynton Beach. These additional contracts that were added in 2022 are separate from RFQ 033-2730-20.

The additional services contracts are for:

Boynton Beach Blvd Right of ways strips. Per service $288.59 to $298.98 New annual $7,773

Boynton Beach Welcome Sign at i95. Per service $100.00 to $103.60 New Annual $2,694

14 additional services on Seacrest Blvd. Per service $865.02 to $896.14 New Annual $12,546

14 additional services at Chapel Hill. Per service $115.49 to $119.66 New Annual $1,675

The cost of labor, fuel, equipment, materials, and insurance is why we are asking for an increase. We are hoping for FY25 beginning January 1, 2025 the City of Boynton Beach could put this increase into effect. Thank you.

Best regards,

Jonathan Foy
Property Works BATALLAN Enterprises
Account Manager
jonathan@propertyworksonline.net
C: 561-324-5832

Docusign Envelope ID: DC24A62E-C7D0-48C7-BCE8-C7EAD5CCF4D1

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 No: (561) 742-6310

November 19, 2024

Information Consultants, Inc
Attn: Pierre Smith, President
1395 Brickell Avenue, Ste. 800
Miami, FL 33131

VIA EMAIL TRANSMITTAL TO: psmith@icons-inc.com;corp@icons-inc.com

QUOTE.: LASERFICHE ANNUAL MAINTENANCE AND SUPPORT – PUBLIC PORTAL UNLIMITED AND PARTICIPANTS USERS LICENSES

QUOTE No.: 010-1510-21/RW

CURRENT BID TERM: *JANUARY 5, 2024 – JANUARY 4, 2025*

Dear Mr. Smith:

The current bid term for "LASERFICHE ANNUAL MAINTENANCE AND SUPPORT" expires on January 4, 2025.

The agreement documents allow for four (4) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 4th renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

Docusign Envelope ID: DC24A62E-C7D0-48C7-BCE8-C7EAD5CCF4D1

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 No: (561) 742-6310

November 19, 2024

QUOTE: **LASERFICHE ANNUAL MAINTENANCE AND SUPPORT – PUBLIC PORTAL UNLIMITED AND PARTICIPANTS USERS LICENSES**

QUOTE No.: **010-1510-21/RW**

Agreement between the City of Boynton Beach and INFORMATION CONSULTANTS, INC**.**

AGREEMENT RENEWAL TERM: ***JANUARY 5, 2025 – JANUARY 4, 2026***

x
_____ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

INFORMATION CONSULTANTS, INC.

_____
NAME OF COMPANY

Pierre A Smith

_____
NAME OF REPRESENTATIVE
(please print)

11/26/2024

_____
DATE

corp@icons-inc.com

_____
E-MAIL

DocuSigned by:
_____
SIGNATURE
204A4E05166243A...

President

_____
TITLE

954-802-0636

_____
(AREA CODE) TELEPHONE NUMBER

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 No: (561) 742-6310

November 21, 2024

Atlantic Southern Paving and Sealcoating, LLC
Attn: Rich Atzert
6301 W. Sunrise Blvd.
Sunrise, FL 33313

VIA EMAIL TRANSMITTAL TO: rich@atlanticsouthernpaving.com

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

CURRENT BID TERM: *April 5, 2022 – April 4, 2025*

Dear Rich Atzert:

The current bid term for "ASPHALT AND SIDEWALK REHABILITIATION" expires on April 5, 2025.

The agreement documents allow for two (2) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

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 No: (561) 742-6310

November 21, 2024

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

Agreement between the City of Boynton Beach and Atlantic Southern Paving and Sealcoating, LLC**.**

AGREEMENT RENEWAL TERM: ***APRIL 5, 2025 – APRIL 4, 2026***

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Atlantic Southern Paving and Sealcoating, LLC

NAME OF COMPANY

SIGNATURE

Terence Smith

NAME OF REPRESENTATIVE (please print)

COO

TITLE

11/21/2024

DATE

954-581-5805

(AREA CODE) TELEPHONE NUMBER

terry@atlanticsouthernpaving.com

E-MAIL

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 No: (561) 742-6310

November 21, 2024

M & M Asphalt Maintenance Inc. dba All County Paving
Attn: Jeffrey Cohen
1180 SW 10th Street
Delray Beach, FL 33444

VIA EMAIL TRANSMITTAL TO: publicworks@allcountypaving.com

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

CURRENT BID TERM: *April 5, 2022 – April 4, 2025*

Dear Jeffrey Cohen:

The current bid term for "ASPHALT AND SIDEWALK REHABILITIATION" expires on April 5, 2025.

The agreement documents allow for two (2) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

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 No: (561) 742-6310

November 21, 2024

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

Agreement between the City of Boynton Beach and Atlantic Southern Paving and Sealcoating, LLC.

AGREEMENT RENEWAL TERM: *APRIL 5, 2025 – APRIL 4, 2026*

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

M&M Asphalt Maintenance Inc. dba All County Paving

NAME OF COMPANY

SIGNATURE

Kenneth Goldberg

NAME OF REPRESENTATIVE (please print)

President

TITLE

11/21/24

DATE

561-588-0949

(AREA CODE) TELEPHONE NUMBER

Public Works@AllCountyPaving.com

E-MAIL

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Resolution No. R24-328- Approving a contract agreement with VTECH.IO for the purchase of computer equipment for the Police Department and the city in an amount not to exceed $550,000 utilizing contract 43210000-23-NASPO-ACS.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-328.

Explanation of Request: The City desires to piggyback a competitively procured contract with Dell, which will allow the City to obtain Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) on an as-needed basis.

This agenda item if approved will authorize an initial purchase by the police department. As part of the computer lifecycle, the police department is replacing computer equipment for officers on the road, the dispatch center and the main police building. The police department patrol laptops are used in the field to access law enforcement systems and databases and must be semi-rugged to withstand heat, vibration, and field use by Patrol officers. This is part of the annual replacement plan of computers based on a 5-year lifecycle, which correlates to capital improvement project PD2501 for $75,000. The department is also replacing a portion of the workstations in the main police building and all the workstations in the police dispatch center at an anticipated cost of $150,000.

In addition to the police department expenditures described above, the City also anticipates spending approximately $200,000 on other equipment as needed, for a total estimated annual expenditure of $550,000. Procurement will review any additional equipment quotes for compliance with the terms of the piggyback before the PO is approved and issued. The agreement authorizes the Mayor to execute any ordering documents that may be necessary to accomplish the intent of the resolution.

How will this affect city programs or services?

These laptops will allow officers to access law enforcement systems and databases remotely through their laptops without having to return to the office. This allows officers to remain available in the field, thus maintaining a consistent level of service.

Fiscal Impact: These projects are budgeted. Funding has been approved from CIP funds and Police budget.

Attachments:

Agenda Item 2442-2023 Resolution for Dell Piggyback.docx
Exhibit A to Resolution - Piggyback Agreement - Dell Inc - VeTECHIO.pdf
Piggyback Ex. B. Dell-43210000-23-NASPO-ACS-Exp2025.pdf
Vtech.pdf

RESOLUTION NO. R24-328

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT BETWEEN THE CITY AND DELL MARKETING, L.P., FOR COMPUTER EQUIPMENT AND SERVICES ON AN AS-NEEDED-BASIS; AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 14, 2023, the State of Minnesota issued a solicitation "Request for Proposals" (RFP), as the Principal Procurement Agency to establish Minnesota NASPO ValuePoint Master Agreement(s) 43210000-23-NASPO-ACS with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) (collectively, the "Services"); and

WHEREAS, the State of Minnesota found Dell, Inc. to be the lowest responsive, responsible bidder, and awarded it a two-year (2) contract, Contract No. 23004 (the "Master Agreement") commencing July 1, 2023, which may be extended up to 36 months in increments as determined by the lead state, through a duly executed amendment; and

WHEREAS, Dell, Inc. subsequently assigned the Master Agreement to Dell Marketing, L.P. ("Vendor"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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, the City desires to obtain the Services on an as-needed basis by entering into a Piggyback Agreement with Vendor to provide the Services on the same terms and conditions established under the Master Agreement; and

WHEREAS, Vendor utilizes authorized resellers; and

WHEREAS, Computers at Work d/b/a vTECHio ("vTECHio") is listed as value-added partner Vendor, and the City desires to issue an initial purchase order and payment to vTechio for certain Services described in the proposal; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master

Agreement, enabling the City to make ongoing as-needed purchases.

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Piggyback Agreement between the City and Dell Inc., for Computer Equipment and Services on an as-needed-basis.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement between the City and Dell Inc., for Computer Equipment and Services on an as-needed-basis (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 City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Karl Maracotta and Andrew Rozwadowski 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 DELL INC.

This Piggyback Agreement is made as of this _____ day of ____ 2024, by and between Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor), hereinafter collectively referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on July 14, 2023, the State of Minnesota issued a solicitation "Request for Proposals" (RFP), as the Principal Procurement Agency to establish Minnesota NASPO ValuePoint Master Agreement(s) 43210000-23-NASPO-ACS with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services) (collectively, the "Services"); and

WHEREAS, the State of Minnesota found Dell, Inc. to be the lowest responsive, responsible bidder, and awarded it a two-year (2) contract, Contract No. 23004 (the "Master Agreement") & assigned contractor is assigned Contract No. 23026 to accommodate participating under the Master Agreement, commencing July 1, 2023, which may be extended up to 36 months in increments as determined by the lead state, through a duly executed amendment; and

WHEREAS, Dell, Inc. subsequently assigned the Master Agreement to Vendor; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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, the City desires to obtain the Services on an as-needed basis by entering into a Piggyback Agreement with Vendor to provide the Services on the same terms and conditions established under the Master Agreement; and

WHEREAS, Vendor utilizes authorized resellers; and

WHEREAS, Computers at Work d/b/a vTECHio ("vTECHio") is listed as value-added partner Vendor, and the City desires to issue an initial purchase order and payment to vTechio for certain Services described in the proposal attached as Exhibit A; 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, enabling the City to make ongoing as-needed purchases.

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 July 14, 2023, and will remain in effect until June 30, 2025, ("Initial Term"). This Agreement may be extended on the same terms and conditions of the Master Agreement; the Mayor is authorized to execute any extension amendment necessary to extend the agreement term. The initial term and any subsequent renewals of this Agreement (collectively the "Term") 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 on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein, a copy of which is 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 "State of Minnesota" are hereby replaced with the "City of Boynton Beach." The City hereby orders the Services described in **Exhibit A** from vTECHio. The City shall compensate the Vendor and any authorized reseller(s) pursuant to the rates outlined in the Master Agreement. The City may purchase additional Services from Vendor and its resellers on an as-needed basis pursuant to the terms of this Agreement, provided that the annual amount for Services ordered by the City shall not exceed $550,000; any purchase in excess of this threshold shall require City Commission approval. The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

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

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

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310

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

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.

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

DELL INC.

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

Acknowledged by
VTECHIO

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

EXHIBIT A
VTECHIO PROPOSAL

EXHIBIT B
NASPO VALUEPOINT MASTER AGREEMENT(S) 43210000-23-NASPO-ACS WITH QUALIFIED MANUFACTURERS FOR COMPUTER EQUIPMENT (DESKTOPS, LAPTOPS, TABLETS, SERVERS, AND STORAGE, INCLUDING RELATED PERIPHERALS & SERVICES)

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ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.

2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.

3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.

4. Representations and Warranties:

    a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.

    b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

    c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.

5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.

6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.

7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.

9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Christopher Alan Garcia
Signature ECE99192885E4FE...

Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Katherine Castillo
Signature 8DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

By: DocuSigned by: Elizabeth M. Randa
Signature 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Andy Doran
Signature 68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

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EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.

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NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

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2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems
Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

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2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

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6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

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10. **Entire Agreement**

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

Signature: DocuSigned by: Katherine Castillo 8DEF23302D0B4B8...

Title: ParaLegal Advisor Date: 7/14/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 7/14/2023

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Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

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c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

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o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

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bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

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in Paragraph 5.a. “Software” applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor’s process for accepting the return of equipment or other products at the end of the product’s life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor’s own product line, and are not intended to represent more than a third of any Contractor’s total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer’s general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

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Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement. Canadian Participation. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

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h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

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12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

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2. The place and requested time of delivery;

3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

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b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. Failure to reject upon receipt, however, does not relieve the Contractor of liability for latent or hidden material defects. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance. If the parties agree to acceptance testing, the terms of subsection (c), below, apply.

c. Acceptance Testing. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and required for the purchase. "Acceptance Testing" means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.

1. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

2. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance.

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d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

20. **Title of Product.**

a. Definitions. For purposes of this section, the following terms are defined as follows:

1. “Deliverables” means any reports, analyses, scripts, code, or other work results that Contractor delivers to Purchasing Entity within the framework of fulfilling Contractor’s obligations to Purchasing Entity.

2. "Equipment” means Contractor-branded hardware products.

3. “Proprietary Rights” means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of a party.

b. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Equipment free and clear of all liens, encumbrances, or other security interests. Purchasing Entity’s rights to use the software delivered by Contractor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the “EULA”) shall apply. Contractor’s EULA must be made available to Purchasing Entities for review prior to negotiating a Participating Addendum or the issuance of an Order and shall meet or exceed the terms set forth in this Master Agreement. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

c. Contractor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable license to use (without the right to sublicense) the Deliverables provided by Contractor for Purchasing Entity’s internal business and governmental purposes, only and solely in accordance with the applicable service specification and subject to this Master Agreement. The grant of this license is subject to Purchasing Entity’s compliance with the terms of this Master Agreement and Purchasing Entity’s payment of applicable amounts due. Such license shall be perpetual unless granted pursuant to the purchase of a subscription, in which case the license shall be for the term of the subscription. Purchasing Entity may authorize its service providers to use the Deliverables, but solely on Purchasing Entity’s behalf, solely for Purchasing Entity’s internal business or governmental purposes, and Purchasing Entity shall be responsible for service provider’s compliance with these restrictions. This section shall not affect a Purchasing Entity’s right to transfer ownership of a product, and transfer, if permitted by Contractor or its licensors, licenses associated with such product, to another individual or entity as part of the Purchasing Entity’s surplus program or sale of used products to employees or former employees.

d. Contractor reserves for itself all Proprietary Rights that it has not expressly granted to Purchasing Entity herein. The license granted in this clause 20(c) does not apply to: (i) Equipment; (ii) Contractor-branded generally available software; or (ii) items licensed or otherwise provided under a separate agreement. Contractor is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any service, specification, or, subject to Contractor’s confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar Professional Services for any other projects. Notwithstanding the previous, Contractor’s use of Deliverables created specifically for and paid for by a Purchasing Entity is subject to Purchasing Entity approval.

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e. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entity's applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

f. If (i) Contractor is or becomes aware of any infringement claim made against a third-party branded product offered by Contractor through this Master Agreement, (ii) the third-party branded product is determined to infringe upon the intellectual property rights of another third party, and (iii) such infringement is not remedied by the third party so that the product is no longer infringing, Contractor shall immediately cease offering the product under this Master Agreement and notify the Lead State, NASPO, Participating Entities, and purchasers of the product.

21. **Warranty.**

The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**

In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be

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proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell or otherwise transfer all or any part of this Master Agreement without prior written consent from the Lead State, such consent not to be unreasonably withheld.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers legally authorized to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights

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and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, Contractor shall upon request provide to the Lead State and Participating Entities evidence of coverage that meets the requirements of this Section and the applicable Participating Addendum. Failure to provide evidence of coverage, within thirty (30) calendar days of receipt of request may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details.

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Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Reserved.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative

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purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification.

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1. In the event of any such claim by any third party against the Indemnified Party that Products, Software, Services or Deliverables prepared, produced, or branded by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Indemnified Party shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Indemnified Party's laws, and hold harmless the Indemnified Party against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Indemnified Party.

2. If Contractor receives prompt notice of such a claim that in the Contractor's opinion is likely to result in an adverse ruling, the Contractor shall at its option (1) obtain a right for the Indemnified Party to continue using such Products, Deliverables, or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services, or Deliverables to make them non-infringing without materially affecting their utility or functionality; (3) replace such Products, Software, Services, or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software.

3. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services, or Deliverables that were not performed by, on behalf of, or at the direction of Contractor; (2) the combination, operation, or use of the Products, Software, Services, or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party. Contractor's duty to indemnify and defend under this Section is contingent upon: (a) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Indemnified Party, (b) Contractor having the right to solely control the defense and resolution of such claim or action, unless the Indemnified Party's law requires approval for a third party to defend the Indemnified Party and such approval is not received, and (c) Indemnified Party's cooperation with Contractor in defending and resolving such claim or action. This Section states Indemnified Party's exclusive remedies for any third-party intellectual property claim or action and nothing in this Master Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Indemnified Party.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to 2 times the amount paid by Purchasing Entity to Contractor during the 12 months preceding the date of the dispute concerning any products and services, or $5,000,000, whichever is greater. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

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3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Intentionally deleted.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential by one party (the "originating party") and is or would by its nature be deemed confidential obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of the originating party ("Confidential Information").

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2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, the receiving party shall advise the originating party, and the applicable Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with advise the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in the receiving party's possession that embody Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item

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descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

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c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense

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or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

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d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

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the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

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develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

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19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

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Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

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Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

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4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

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not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

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Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**18.0%**
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.5%**
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**18.0%**
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.5%**
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	**3B**	**Band 3 - Minimum Discount**	**18.0%**
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	**3T**	**Band 3 - Third Party Product Minimum Discount**	**5.5%**
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

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Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$100,000.00	$199,999.99	1.0%
$200,000.00	$399,999.99	2.0%
$400,000.00	$599,999.99	4.0%
$600,000.00	$999,999.99	6.0%
$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$250,000.00	$499,999.99	1.0%
$500,000.00	$999,999.99	2.0%
$1,000,000.00	$1,499,999.99	4.0%
$1,500,000.00	$1,999,999.99	6.0%
$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

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Exhibit D: Price Schedule

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

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Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

DocuSign Envelope ID: F019BE07-AEF0-4A14-B979-8BB85953FE52

Exhibit E: Contractor Terms and Conditions

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy at www.dell.com/returnspolicy.

- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp or in the applicable documentation or Product Notice for the specific Equipment.

- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

Dell Authorized Contract Resellers

Contract: Dell NASPO Computer Equipment, Peripherals & Related Services 23026 (2023 - 2028)

The following Resellers are authorized to accept orders and payments for Dell under the terms and conditions of the Dell NASPO Computer Equipment, Peripherals & Related Services 23026 contract.

Revised 7-30-2024.

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Alaska	GCSIT, LLC	4300 B St, Suite 602 Anchorage, AK 99503	N/A	Joshua Julian	jjulian@gcsit.com 866-424-2766
Alaska	SHI International Corp.	290 Davidson Avenue Somerset, NJ 08873	M/WBE	Marla Thompson	marla_thompson@shi.com 907-242-2470
Arizona	Advanced Network Management, Inc	4001 Jefferson Plaza NE Albuquerque, NM 87109	N/A	Miguel de Zubeldia	miguel.dezubeldia@anm.com 480-385-0629
Arizona	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Heidi Sanders	heidi.sanders@ahead.com 480-888-6592
Arizona	CDW	75 Tri State Intl Lincolnshire, IL 60069	N/A	Luke Anderson	lukeand@cdwg.com 847-419-7416
Arizona	Insight Public Sector, Inc.	2701 E Insight Way Chandler, AZ 85286	N/A	Steve Smith	teamsmith@insight.com 480-333-3052
Arizona	SHI International Corp.	290 Davidson Avenue Somerset, NJ 08873	M/WBE	John Burns	john_burns@shi.com 314-303-6969
Arizona	Sterling Computers Corporation	303 Centennial Drive North Sioux City, SD 57049	N/A	Kaylee LaScala	kaylee.lascala@sterling.com 605-242-1274
Arizona	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Arkansas	Abtech Technologies Inc	1235 Activity Drive Vista, CA 92081	N/A	Nigel Wright	nwright@abtechtechnologies.com 760-827-5100

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Arkansas	CDW	75 Tri State Intl Lincolnshire, IL 60069	N/A	Ryan Harris	ryaharr@cdw.com 312-547-2163
Arkansas	Pinnacle Business Systems, Inc.	3824 S. Boulevard, Suite 200 Edmond, OK 73013	N/A	David Traxler	david.traxler@pbsnow.com 601-842-4400
Arkansas	Presidio Networked Solutions LLC	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759	N/A	Rick Marendt	rmarendt@presidio.com 501-218-8297
Arkansas	Sequel Data Systems, Inc.	11824 Jollyville Road Suite 400 Austin, TX 78759	N/A	Jonathan Clifton	jonathan.clifton@sequeldata.com 512-918-8841
Arkansas	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
California	Abtech Technologies Inc	1235 Activity Drive Vista, CA 92081	N/A	Nigel Wright	nwright@abtechtechnologies.com 760-827-5100
California	Arey Jones Educational Solutions	1055 Sixth Ave #101 San Diego, CA 92101	N/A	Erica Eichmann	erica.eichmann@areyjones.com 800-998-9199
California	CDW	75 Tri State Intl Lincolnshire, IL 60069	N/A	Luke Anderson	lukeand@cdwg.com 847-419-7416
California	Computacenter United States Inc.	1 University Avenue, Suite 102 Westwood, MA 02090	N/A	Scott Wiele	scott.wiele@computacenter.com 415-828-8574
California	Converge Technology Solutions US, LLC	130 Technology Parkway Peachtree Corners, GA 30092	N/A	Rory Dentel	rory.dentel@convergetp.com 503-353-7555
California	ConvergeOne, Inc.	10900 Nesbitt Ave S Bloomington, MN 55437	N/A	Katherine Bowden	kbowden@onec1.com 909-230-7025
California	Davenport Group, Inc.	104 Belfast St. Lewisburg, TN 37091	N/A	Kristy Wilke	Kristy.wilke@davenportgroup.com 651-765-0279
California	Golden Star Technology Inc.	12881 166th Street Cerritos, CA 90703	N/A	Dennis Wang	dpwang@gstinc.com 562-345-8700 ext. 8711
California	GovConnection, Inc. d/b/a Connection Public Sector Solutions	732 Milford Road Merrimack, NH 03054-4631	N/A	Corey Petersen	corey.petersen@connection.com 800-800-0019 x75554
California	IMPEX Technologies, Inc.	880 Apollo Street, Suite 315 El Segundo, CA 90245	N/A	Rajiv Shah	rshah@impextechnologies.com 310-320-0280 x621

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
California	Sable Computer Inc. dba KIS or Keep IT Simple	43160 Osgood Rd. Fremont, CA 94539	N/A	Karen Bascomb	karenb@kiscc.com 510-403-7577
California	Saitech Inc	42640 Christy Street Freemont, CA 94538	N/A	Shalini Kalra	govtsales@esaitech.com 510-440-0256
California	SHI International Corp.	290 Davidson Avenue Somerset, NJ 08873	M/WBE	David Periera	david_periera@shi.com 925-719-7345
California	Sidepath Inc.	22892 Mill Creek Dr. Laguna Hills, CA 92653	N/A	Patrick Mulvee	pat@sidepath.com 949-748-8702
California	Sterling Computers Corporation	303 Centennial Drive North Sioux City, SD 57049	N/A	Joey Awtry	joey.awtry@sterling.com 605-242-4070
California	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Colorado	Advanced Network Management Inc.	4001 Jefferson Plaza NE Albuquerque, NM 87109	N/A	Paul Cooke	paul.cooke@anm.com 720-440-6316
Colorado	CDW-G	75 Tri State Intl Lincolnshire, IL 60069	N/A	Stephanie Bishop	stepbis@cdw.com 312-705-0221
Colorado	DHE Computer Systems, LLC	7076 South Alton Way – Unit C Centennial, CO 80112	N/A	Dan Hammack	dan.hammack@dhecs.com 720-240-4560
Colorado	Sanity Solutions, Inc.	1720 S Bellaire St Suite #550 Denver, CO 80222	N/A	Gary Cooper	gcooper@sanitysolutions.com 720-570-1668
Colorado	Summit Partners	3070 E. Post Road Suite 100 Las Vegas, NV 89120	N/A	Jon Lankert	jlankert@gosummitpartners.com 702-498-1370
Colorado	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Colorado	Zivaro, Inc.	3900 E. Mexico Avenue, Suite 1000 Denver, CO 80210	N/A	Sean McCroskey	smccroskey@zivaro.com 303-929-3982
Connecticut	Advanced Office Systems, Inc.	296 East Main Street Branford, CT 06405	N/A	Betsy Girgenti	bgirgenti@aosinc.com 860-635-7100 x1220
Connecticut	Advizex Technologies, LLC	2348 Johannesburg Rd North Port, FL 34288	N/A	Brian Swisher	bswisher@advizex.com 614-562-4575

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Connecticut	Converge Technology Solutions US, LLC	130 Technology Parkway Peachtree Corners, GA 30092	N/A	Justin Laverdiere	justin.laverdiere@convergetp.com 401-556-5398
Connecticut	Imperium Technology Group, LLC	155 Wheeler Rd Monroe, CT 06468	N/A	Melissa Inconstanti	minconstanti@precisiongroup.com 203-913-2158
Connecticut	Presidio Networked Solutions LLC	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759	N/A	Jackie Arnett	jarnett@presidio.com 812-350-0808
Connecticut	SHI International Corp.	290 Davidson Avenue Somerset, NJ 08873	M/WBE	Zach Riechl	zach_riech@shi.com 732-652-3007
Connecticut	Winslow Technology Group, LLC	303 Wyman Street, Suite 299 Waltham, MA 02451	N/A	Jon Klippert	jon@winslowtg.com 207-756-9995
Delaware	CDW-G	75 Tri State Intl Lincolnshire, IL 60069	N/A	Joe Goodwin	joe.goodwin@cdw.com 877-325-2919
Delaware	Computer Design & Integration LLC	500 Fifth Ave, Suite 1500 New York, NY 10110	N/A	Rosemary Pron	rosemary.pron@cdillc.com 240-685-4347
Delaware	Core BTS, Inc.	5875 Castle Creek Parkway North Drive, #320 Indianapolis, IN 46250	N/A	Tony DeFeciani	tony.defeciani@corebts.com 518-339-7026
Delaware	MJM Systems, Inc	285 Davidson Avenue Somerset, NJ 08873	WBE	Denise Spadafora	dspadafora@mjmsystems.com 267-221-9894
Delaware	SHI International Corp.	290 Davidson Avenue Somerset, NJ 08873	M/WBE	Lynn Tumen	delawareteam@shi.com 888-764-8888
District of Columbia	ABC Technical Solutions, Inc.	1200 G Street, N.W., S#800 Washington, DC 20005	N/A	Mohsen Hosseini	mhosen@abctsi.com 202-393-5999 Ext# 102
District of Columbia	MVS Inc	1020 19th St NW, Ste 505 Washington, DC 20036	N/A	Rodney Gregory	rgregory@mvsconsulting.com 202-722-7981 x 162
Florida	Advizex Technologies, LLC	2348 Johannesburg Rd North Port, FL 34288	N/A	Drew Weems	dweems@advizex.com 770-335-5333
Florida	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Matthew McCloskey	matthew.mccloskey@ahead.com 813-629-5283
Florida	Arey Jones Educational Solutions	1055 Sixth Ave #101 San Diego, CA 92101	N/A	Cathy Carini-Terzoli	cathy@areyjones.com 800-998-9199

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Florida	CDW Government LLC	100 N Milwaukee Ave Vernon Hills, IL 60061	N/A	AJ Lucci	ajlucci@cdwg.com 312-705-9355
Florida	Computers at Work, Inc DBA vTECHio	3033 Winkler Avenue, Suite 210 Fort Myers, FL 33916	N/A	Chris McDaniel	chris.mcdaniel@vtechio.com 727-200-0449
Florida	Dasher Technologies, Inc.	675 Campbell Technology Pkwy, Suite 100 Campbell, CA 95008	N/A	Bill Morton	bill.morton@convergetp.com 317-752-0672
Florida	Davenport Group, Inc.	104 Belfast St. Lewisburg, TN 37091	N/A	Kristy Wilke	Kristy.wilke@davenportgroup.com 651-765-0279
Florida	Disys Solutions, Inc (dba DSI Tech)	44670 Cape Court, Suite 100 Ashburn, VA 20147	N/A	Pankaj Sharma	FLsales@dsitech.com 571-707-3610
Florida	Eastern Computer Exchange, LLC	61 Wilton Rd Westport, CT 06880	N/A	Will Sienkewicz	willsienkewicz@ecei.com 508-813-0270
Florida	GHA Technologies, Inc.	8998 E. Raintree Dr. Scottsdale, AZ 85260	N/A	George Hertzberg	marketing@gha-associates.com 480-951-6865
Florida	Insight Public Sector, Inc.	2701 E Insight Way Chandler, AZ 85286	N/A	Stephen Forsythe	florida@insight.com 850-428-7966
Florida	Mainline Information Systems, LLC	1700 Summit Lake Dr Tallahassee, FL 32317	N/A	Doug Harrell	doug.harrell@mainline.com 850-294-2237
Florida	Melillo Consulting, Inc.	285 Davidson Ave, Suite 202 Somerset, NJ 08873	N/A	Christopher Bolton	bolton@mjm.com 904-200-9460
Florida	MJM Systems, Inc.	285 Davidson Ave, Suite 202 Somerset, NJ 08873	WBE	Christopher Bolton	bolton@mjm.com 904-200-9460
Florida	Presidio Networked Solutions LLC	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759	N/A	Jackie Arnett	jarnett@presidio.com 812-350-0808
Florida	Safari Micro, Inc	2185 W Pecos Rd #9 Chandler, AZ 85224	N/A	Paul Avellano	paul.avellano@safarimicro.com 602-649-2553
Florida	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	Chris San Chirico	floridagov@shi.com 352-552-1795
Florida	Technology Integration Group (TIG)	11860 Community Road, Suite #160 Poway, CA 92064	N/A	Bill Morton	bill.morton@convergetp.com 317-782-8088 x2044

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Florida	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Florida	United Data Technologies, Inc.	2900 Monarch Lakes Blvd., Suite 20 Miramar, FL 33027	N/A	Mike Hendrix	mhendrix@udtonline.com 954-415-0880
Florida	World Wide Technology, LLC	1 World Wide Way St. Louis, MO 63146	MBE	Carol Harting	carol.harting@wwt.com 314-995-6103
Hawaii	CDW Government LLC	200 N Milwaukee Ave Vernon Hills, IL 60061	N/A	Luke Anderson	lukeand@cdwg.com 847-419-7416
Hawaii	DK Tech Solutions LLC	3340 Pacific Heights Rd Honolulu, HI 96813	N/A	Jeff Kakinami	naspo@dktechsolutions.com 808-392-0557
Hawaii	GovConnection, Inc. d/b/a Connection Public Sector Solutions	732 Milford Road Merrimack, NH 03054-4631	N/A	Jason Krage	jason.krage@connection.com 800-800-0019 x33811
Hawaii	PC Specialists, Inc. dba Technology Integration Group, (TIG)	11860 Community Road Ste 160 Poway. CA 92064	N/A	Roland Yee	roland.yee@convergetp.com 808-524-6652 x1562
Hawaii	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Hawaii	vCORE Technology Partners LLC	1355 N. Scottsdale Road #140 Scottsdale, AZ 85257	N/A	Mike Skochinski	Michael.skochinski@ahead.com 714-287-9194
Hawaii	World Wide Technology, LLC	1 World Wide Way St. Louis, MO 63146	N/A	Carol Harting	carol.harting@wwt.com 314-995-6103
Hawaii	Xerox Hawaii	5657 Copley Drive San Diego, CA 92111	N/A	Deanna Lum	xeroxhawaii.sales@xerox.com 808-543-6250
Hawaii	ZR Systems Group LLC	98-810 Moanalua Road, Bay H-4 Aiea, HI 96701	N/A	Ricky Zheng	ricky@evocative.com 808-369-1051
Idaho	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Mike Pfaff	mike.pfaff@ahead.com 707-888-1010
Idaho	Cerium Networks Inc	1636 W. 1st Ave Spokane, WA 99201	N/A	Susan Anderson	sanderson@ceriumnetworks.com 206-826-7547
Idaho	CompuNet, Inc.	111 S. Silverstone Way, Ste 200 Meridian, ID 83642	N/A	Rainer Engel	rengel@compunet.biz 801-747-5056

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Idaho	Ednetics Incorporated	971 S. Clearwater Loop Post Falls, ID 83854	N/A	Sales Support Team	salessupportteam@ednetics.com 208-777-4709
Idaho	GCSIT, LLC	4300 B St, Suite 602 Anchorage, AK 99503	N/A	Joshua Julian	jjulian@gcsit.com 866-424-276
Idaho	Information Technology Core	3701 Trakker Trail Ste 1B, #297 Bozeman, MT 59718	N/A	Ken Keller	sales@goitc.com 406-459-8073
Idaho	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Iowa	Ahead, Inc.	444 W. Lake Street, Suite 3000 Chicago, IL 60606	N/A	Tim Fox	tim.fox@ahead.com 515-803-0000
Iowa	BlueAlly Technology Solutions, LLC	1921 51st Street NE Suite 4 Cedar Rapids, IA 52402	N/A	Ian Daum	contact@blueally.com 800-886-5369
Iowa	ConvergeOne, Inc.	10900 Nesbitt Ave S Bloomington, MN 55437	N/A	Brian Finzen	bfinzen@convergeone.com 913-307-2332
Iowa	Sirius Computer Solutions, LLC	10100 Reunion Place, Suite 500 San Antonio, TX 78216	N/A	Jerry Quick	jerry.quick@siriuscom.com 515-246-4103
Iowa	Sterling Computers Corporation	303 Centennial Drive North Sioux City, SD 57049	N/A	Angie Sexton	angie.sexton@sterling.com 605-242-4037
Kansas	CDW	75 Tri State Intl Lincolnshire, IL 60069	N/A	Eric Grap	ericg@cdw.com 312-705-0324
Kansas	ConvergeOne, Inc.	10900 Nesbitt Ave S Bloomington, MN 55437	N/A	Brian Finzen	bfinzen@convergeone.com 913-307-2332
Kansas	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	Adrian Villalba	adrian_villalba@shi.com 512-645-8808
Kansas	Sterling Computers Corporation	303 Centennial Drive North Sioux City, SD 57049	N/A	Alex de la O	alex.delao@sterling.com 605-242-4008
Kansas	Technology Group Solutions, LLC	8551 Quivira Road Lenexa, KS 66215	N/A	Richard Long	rlong@tgs-mtc.com 913-295-8652
Kansas	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Kentucky	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Brian Duvall	brian.duvall@ahead.com 513-604-0629
Kentucky	Converge Technology Solutions US, LLC	130 Technology Parkway Peachtree Corners, GA 30092	N/A	Chris Sigg	chris.sigg@convergetp.com 859-977-4776
Kentucky	SJN Data Center. LLC (dba Encore Technologies)	4620 Wesley Avenue Cincinnati, OH 45212	N/A	Brett Kiser	brett.kiser@encore.tech 859-466-4092
Kentucky	Trace3, LLC	7505 Irvine Center Dr., Ste. 100 Irvine, CA 92618	N/A	Nicole Vacketta	Trace3SLEDRequests@trace3.com 949-333-2300
Kentucky	Volta, Inc.	112 East Main Street, Suite 2 Frankfort, KY 40601	N/A	Craig Meadows	cmeadows@voltainc.com 859-296-5780, extension 111
Kentucky	World Wide Technology, LLC	1 World Wide Way St. Louis, MO 63146	MBE	Carol Harting	carol.harting@wwt.com 314-995-6103
Louisiana	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Paul Ulfers	paul.ulfers@ahead.com 504-427-9122
Louisiana	Cherbonnier, Mayer & Associates, Inc. dba CMA Technology Solutions	8180 YMCA Plaza Dr Baton Rouge, LA 70810	N/A	Marty Mackey	mmackey@cmaontheweb.com 225-927-9200
Louisiana	Davenport Group, Inc.	104 Belfast St. Lewisburg, TN 37091	N/A	Kristy Wilke	Kristy.wilke@davenportgroup.com 651-765-0279
Louisiana	Hi-Tech Computers of Ruston, Inc.	316 E Georgia Ave Ruston, LA 71270	N/A	Blake Crain	blake@solutionsbyhitech.com 318-232-2718
Louisiana	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	Ashley Dunn	ashley_dunn@shi.com 225-326-3962
Louisiana	Summus Industries, Inc.	77 Sugar Creek Center Blvd, Ste 420 Sugar Land, TX 77478	MBE	Chris Fischler	chris.fischler@summusindustries.com 281-546-2251
Louisiana	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Louisiana	Waypoint Business Solutions, LLC	118 Vintage Park Blvd., W414 Houston, TX 77070	N/A	Braxton Hickman	bhickman@waypointsolutions.com 281-881-0659
Louisiana	World Wide Technology, LLC	1 World Wide Way St. Louis, MO 63146	MBE	Carol Harting	carol.harting@wwt.com 314-995-6103

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Minnesota	Ahead, Inc.	444 W. Lake Street, Suite 3000 Chicago, IL 60606	N/A	Mason Wibstad	mason.wibstad@ahead.com 612-636-5429
Minnesota	CDW	75 Tri State Intl Lincolnshire, IL 60069	N/A	Eric Grap	ericg@cdw.com 312-705-0324
Minnesota	Davenport Group, Inc.	104 Belfast St. Lewisburg, TN 37091	N/A	Kristy Wilke	Kristy.wilke@davenportgroup.com 651-765-0279
Minnesota	Insight Public Sector, Inc.	2701 E Insight Way Chandler, AZ 85286	N/A	Shawn Wood	StofMinnesota@insight.com 763-607-2618
Minnesota	Now Micro, Inc.	1420 Perron Road E Mendota Heights, MN 55120	N/A	Carl Smith	carls@nowmicro.com 651-492-2260
Minnesota	Paragon Development Systems	N57W39605 State Road 16 Oconomowoc, WI 53066	N/A	Jason Ligday	Jason.ligday@convergetp.com 651-491-8928
Minnesota	Presidio Networked Solutions LLC	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759	N/A	Jackie Arnett	jarnett@presidio.com 812-350-0808
Minnesota	Sanity Solutions, Inc.	1720 S Bellaire St. Suite #550 Denver, CO. 80222	N/A	Gary Cooper	gcooper@sanitysolutions.com 720-570-1668
Minnesota	Sterling Computers Corporation	303 Centennial Drive North Sioux City, SD 57049	N/A	Jack Wegher	jack.wegher@sterling.com 605-242-4083
Missouri	Huber & Associates, Inc.	1400 Creek Trail Drive Jefferson City, MO 65109	WBE	Jesse Haller	jhaller@teamhuber.com 573-634-5000 ext. 1185
Missouri	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	Rick Wolters	rick_wolters@shi.com 573-220-4882
Missouri	Technology Group Solutions, LLC	8551 Quivira Road Lenexa, KS 66215	N/A	Richard Long	rlong@tgs-mtc.com 913-295-8652
Montana	CDW	75 Tri State Intl Lincolnshire, IL 60069	N/A	Stephanie Bishop	stepbis@cdw.com 312-705-0221
Montana	Cerium Networks Inc.	1636 West 1st Avenue Spokane WA. 99201	N/A	Susan Anderson	sanderson@ceriumnetworks.com 206-826-7547
Montana	CompuNet, Inc.	1111 S. Silverstone Way, Ste 200 Meridian, ID 83642	N/A	Rainer Engel	rengel@compunet.biz 801-747-5056

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Montana	High Point Networks	728 E Beaton Rd West Fargo, ND 58078	N/A	Damon Andrews	damon@highpointnetworks.com 701-282-6459
Montana	Information Technology Core	3701 Trakker Trail Ste 1B, #297 Bozeman, MT 59718	N/A	Ken Keller	sales@goitc.com 406-459-8073
Montana	MicroK12	3310 York Rd. Lynnwood, WA 98087	N/A	Dustin da Silva	ddasilva@microk12.com 253-312-6082
Montana	Presidio Networked Solutions LLC	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759	N/A	Cheyenne Braaten	cbraaten@presidio.com 781-970-6459
Montana	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	David Barcroft	david_barcroft@shi.com 406-439-8364
Nebraska	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Nevada	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Russ Banker	russell.banker@ahead.com 775-475-1148
Nevada	Computacenter US	1 University Ave Ste 102 Westwood, MA 02090	N/A	Blair Roper	blair.roper@computacenter.com
Nevada	DynTek Services, Inc.	5241 California Ave., Ste 150 Irvine, CA 92617	N/A	Dan Minella	dan.minella@dyntek.com 702-777-2677
Nevada	Sidepath Inc.	22892 Mill Creek Dr. Laguna Hills, CA 92653	N/A	Patrick Mulvee	pat@sidepath.com 949-748-8702
Nevada	Solutions II, Inc.	8822 S. Ridgeline Blvd. Ste 117 Littleton, CO 80129	N/A	Brandon Worrell	brandon.worrell@solutions-ii.com 303-796-8393
Nevada	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
New Hampshire	CBTS Technology Solutions LLC	25 Merchant Street Cincinnati, OH 45246	N/A	Steve Lankard	steve.lankard@cbts.com 845-554-2492
New Hampshire	Computer Design & Integration LLC	500 Fifth Ave, Suite 1500 New York, NY 10110	N/A	Rosemary Pron	rosemary.pron@cdillc.com 240-685-4347
New Hampshire	Red River Technology LLC	21 Water St. #500 Claremont, NH 03743	N/A	Helen Hewes	helen.hewes@redriver.com 603-442-5580

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
New Jersey	Computer Design & Integration LLC	500 Fifth Ave, Suite 1500 New York, NY 10110	N/A	Rosemary Pron	rosemary.pron@cdillc.com 240-685-4347
New Jersey	Insight Public Sector, Inc.	2701 E Insight Way Chandler, AZ 85286	N/A	Dana Zampella	teamnj@insight.com 732-606-8362
New Jersey	Ocean Computer Group, Inc.	90 Matawan Road Matawan, NJ 07747	N/A	Louis Tsotakos	ltsotakos@oceancomputer.com 732-242-0250
New Jersey	Pascack Data Services, Inc.	200 Central Ave., Suite 100 Hawthorne, NJ 07506	N/A	Howard Adler	hma@pascackdata.com 973-304-4858
New Jersey	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	John Turba	njgov@shi.com 201-953-0265
New Mexico	Abba Technologies, Inc.	5301 Beverly Hills Ave Alburquerque, NM 87113	N/A	Ed Pena	ed.pena@abbatech.com 505-889-3338
New Mexico	Ardham Technologies, Inc	4200 Osuna RD NE. Ste 3-310 Alburquerque, NM 87109	N/A	Nicole Abreu	sales@ardham.com 505-872-9040 x2
New Mexico	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	Scott Sudhalter	scott_sudhalter@shi.com 888-764-8888
New Mexico	Technology Integration Group	11860 Community Road Suite 160 Poway, CA 92064	N/A	Aaron Scott	aaron.scott@convergetp.com 505-830-8280 x8405
New Mexico	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
South Carolina	Ahead, Inc.	75 Remittance Drive Dept 6980 Chicalo, IL 60675-6980	N/A	Jim Molnar	jim.molnar@ahead.com 919-812-0320
South Carolina	Carolina Advanced Digital, Inc.	1010 High House Rd Ste 300 Cary, NC 27513	N/A	Julie Allen	julie@cadinc.com 919-460-1313 ext 102
South Carolina	CDW Government LLC	200 N Milwaukee Ave Vernon Hills, IL 60061	N/A	Michael Karpman	michkar@cdw.com 312-705-6941
South Carolina	Converged, LLC	601 Gervais Street Columbia, SC 29201	N/A	Tal Lassiter	tal.lassiter@converged.tech 803-917-3314
South Carolina	Data Network Solutions, Inc.	629 Lake Tide Drive Chapin, SC 29036	N/A	Kin Wong	kwong@datanetworksolutions.com 704-284-9333

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
South Carolina	Davenport Group, Inc.	104 Belfast St. Lewisburg, TN 37091	N/A	Brandon Cole	bcole@davenportgroup.com 651-765-0279
South Carolina	High Performance Technologies, LLC	11111 Carmel Commons Blvd., Suite 340 Charlotte, NCC 28226	N/A	Marty Chilton	marty.chilton@highperftech.com 704-577-2178
South Carolina	Level Solutions Group, LLC	410 W English Rd STE A231 High Point, NC 27262	N/A		sales@levelsg.com 336-517-7512
South Carolina	Mark III Systems, Inc.	3600 South Gessner Rd, Ste 170 Houston, TX 77063	N/A	Chris Bogan	bogan@markiiisys.com 713-664-9850
South Carolina	Presidio Networked Solutions LLC	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759	N/A	Jackie Arnett	jarnett@presidio.com 812-350-0808
South Carolina	SHI International Corp.	290 Davidson Ave. Somerset, NJ 08873	M/WBE	Steve Mikhail	steve_mikhail@shi.com 864-906-1464
South Carolina	Teknicor USA Inc.	265 Franklin Street, Suite 1702 Boston, MA 02110	N/A	Tom Tibbetts	tom_tibbetts@teknicor.com 508-446-6800
South Carolina	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
South Carolina	United Data Technologies, Inc.	2900 Monarch Lakes Blvd., Suite 20 Miramar, FL 33027	N/A	Mike Hendrix	mhendrix@udtonline.com 954-415-0880
South Carolina	Winslow Technology Group, LLC	303 Wyman Street Suite 299 Waltham, MA 02451	N/A	Paul Treado	paul@winslowtg.com 978-857-8535
South Dakota	Sterling Computers Corporation	303 Centennial Drive North Sioux City, SD 57049	N/A	Angie Sexton	angie.sexton@sterling.com 605-242-4084
South Dakota	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Tennessee	Advizex Technologies, LLC	341 Cool Springs Blvd., Suite 120 Franklin, TN 37067	N/A	Drew Weems	dweems@advizex.com 770-335-5333
Tennessee	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Stephen Rodenhiser	stephen.rodenhiser@ahead.com 901-233-5303
Tennessee	CDW-G	75 Tri State Intl Lincolnshire, IL 60069	N/A	AJ Lucci	ajlucci@cdwg.com 312-705-9355

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Tennessee	Data Science Technologies, LLC dba Silex Data Solutions	725 Cool Springs Blvd #600 Franklin, TN 37067	N/A	Mallory Reece	mreece@silexdata.com 615-599-5985
Tennessee	Davenport Group, Inc.	104 Belfast St. Lewisburg, TN 37091	N/A	Kristy Wilke	Kristy.wilke@davenportgroup.com 651-765-0279
Tennessee	Electronic Responsible Recyclers, LLC dba ER2	670 S 4th Sr Memphis, TN 38126	N/A	Gary Romero	gary.romero@er2.com 480-269-4064
Tennessee	Insight Public Sector, Inc.	2701 E Insight Way Chandler, AZ 85286	N/A	Ashley McDonald	Teamashley2@insight.com 423-368-9042
Tennessee	Waypoint Business Solutions, LLC	118 Vintage Park Blvd W414 Houston, TX 77070	N/A	Braxton Hickman	bhickman@waypointsolutions.com 281-881-0659
Utah	Information Technology Core	3701 Trakker Trail Ste 1B, #297 Bozeman, MT 59718	N/A	Ken Keller	sales@goitc.com 406-459-8073
Utah	Sanity Solutions, Inc.	1720 S Bellaire St. Suite #550 Denver, CO. 80222	N/A	Gary Cooper	gcooper@sanitysolutions.com 720-570-1668
Utah	Terralogic Dynaquest	9490 S 300 W, Unit 210 Sandy, UT 84070	N/A	Parker Guymon	pguymon@terralogic.com 385-296-2333
Utah	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Utah	Valcom Salt Lake City, LC	852 E Arrowhead Ln Salt Lake City, UT 84107	N/A	Jeremy Morgan	jmorgan@vlcm.com 801-262-9277
Washington	Ahead, Inc.	401 N Michigan Ave Ste 3400 Chicago, IL 60675-6980	N/A	Mike Pfaff	mike.pfaff@ahead.com 707-888-1010
Washington	Bridge Data Solutions	8201 164th Ave NE, Suite 200 Redmond, WA 98052	N/A	Michelle Birchard	michelle@bridge-data.com 425-584-7959
Washington	CDW-G	75 Tri State Intl Lincolnshire, IL 60069	N/A	Stephanie Bishop	stepbis@cdw.com 312-705-0221
Washington	Cerium Networks Inc.	1636 West 1st Avenue Spokane WA. 99201	N/A	Susan Anderson	sanderson@ceriumnetworks.com 206-826-7547
Washington	Chad Wmh Soto Ltd (dba QuickPlanet)	5337 Ballard Ave NW Seattle, WA 98107	MBE	Brian Sullivan	brian.sullivan@quickplanet.com 206-475-6200

State Participating Addenda	Reseller	Address	SBE/WBE/ MBE Status	Point of Contact	Email/Phone
Washington	CompuNet, Inc.	1111 S Silverstone Way, STE 200 Meridian, ID 83642	N/A	Rainer Engel	rengel@compunet.biz 801-747-5056
Washington	Davenport Group, Inc.	104 Belfast St. Lewisburg, TN 37091	N/A	Kristy Wilke	Kristy.wilke@davenportgroup.com 651-765-0279
Washington	Ednetics Incorporated	971 S. Clearwater Loop Post Falls, ID 83854	N/A	Sales Support Team	salessupportteam@ednetics.com 208-777-4709
Washington	GCSIT, LLC	4300 B Ste, Suite 602 Anchorage, AK 99503	N/A	Joshua Julian	jjulian@gcsit.com 866-424-2766 x 2236
Washington	MicroK12	3310 York Rd. Lynnwood, WA 98087	N/A	Dave McNurlen	dmcnurlen@microk12.com 425-778-7337
Washington	Sidepath Inc.	22892 Mill Creek Dr. Laguna Hills, CA 92653	N/A	Patrick Mulvee	pat@sidepath.com 949-748-8702
Washington	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Washington	Thornburg Computer Services, LLC	2830 Willamette Dr NE Suite F Lacey, WA 98516	N/A	Bruce Armga & Brett Hansen	og@thornburgcs.com 360-705-2840
Washington	U-PC WHOLESALE LLC	402 N Hogan St Spokane, WA 99202	N/A	Jay Thayer	jay@upcwholesale.com 509-534-3005
Wisconsin	Capital Data, Inc.	1360 S. Moorland Rd, Suite 200 Brookfield, WI 53005	N/A	Max Babler	mbabler@capital-data.com 608-719-9312
Wisconsin	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600
Wisconsin	TKK Electronics	117 W Walker St, #24. Milwaukee, WI 53204	N/A	Michael Kirsch	mike@tkkelectronics.com 414-255-0482
Wyoming	The Drala Project, Inc dba The Redesign Group	2629 Manhattan Ave Suite 307 Hermosa Beach, CA 90254	N/A	Phil Sanginario	psanginario@redesign-group.com 424-207-1600

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.
12/17/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Ordinance No. 24-024- First Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 2.97-acre parcel of real property generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard, Boynton Beach, Florida, by changing the future land use classification from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date. Proposed Ordinance No. 24-025- First Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately 2.97 acre parcel of real property generally located north of the C. Stanley Weaver Canal on the west side of north Seacrest Boulevard, Boynton Beach, Florida, from Single Family Residential (R-1-A) to Planned Commercial Development (PCD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of proposed Ordinance No. 24-024 and Ordinance No. 24-025, on First Reading.

Explanation of Request:

The Seacrest Sound Apartments development is proposed on a 2.97-acre vacant property located just north of the C. Stanley Weaver Canal, on the west side of North Seacrest Boulevard. The site is currently designated with a Low Density Residential (LDR) and Recreational (R) land use classification and zoned Single-Family Residential (R-1-A). The applicant seeks to amend the land use designation to Local Retail Commercial (LRC) and rezone the property to Planned Commercial Development (PCD), a zoning category consistent with the LRC classification.

Although residential use is not permitted in the PCD zoning district, the applicant plans to develop the subject property for an affordable housing project under the Live Local Act (CS/SB 102 in 2023 & CS/CS/SB 328 in 2024). This affordable housing project will help meet the

demand for attainable housing in this part of the city. The proposed rezoning request to PCD requires concurrent submission of a Master Plan (Exhibit “B” - Master Plan).

The Master Plan (NMP-2024.06.52374) outlines the construction of 89 affordable residential units (29.91 du/ac) in two multi-family buildings with associated site improvements. Additional details and staff analysis of the Master Plan are provided in a separate review (Memorandum no. PZ 24-025). Any substantial modifications to the Master Plan or any changes to the associated conditions (Exhibit “C” – Conditions of Approval) would require City Commission approval to ensure alignment with the City’s Goals and Objectives.

Furthermore, the property does not meet the 3-acre minimum lot area required for the PCD zoning district, pursuant to Part III, Chapter 4, Article III, Section 3.F.3 - Building and Site Regulations (Table 3-20). Therefore, the applicant has submitted a Variance application (ZNCV 2024.06.52374) in conjunction with the Future Land Use Map Amendment and Rezoning applications (FLUM, REZN 2024.06.52374) to request relief from this minimum lot area requirement.

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

Fiscal Impact: N/A

Attachments:
Ord. 24-024
Seacrest_Sound_Future_Land_Use_Map_Amendment_Ordinance__Rev._11.22.24_.docx
Ord. 24-025 Seacrest_Sound_Rezoning_Ordinance_Rev._11.22.24.docx
Staff Report- Future Land Use Amendment and Rezoning.pdf
Justification Statement - FLUMA, Rezoning, MP
Exhibit A-Location Map
Exhibit B-Master Plan
Exhibit C - Conditions of Approval
Exhibit D-Existing Land Use
Exhibit E-Proposed Future Land Use
Exhibit F-Existing Zoning
Exhibit G-Proposed Zoning

ORDINANCE NO. 24-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 2.97-ACRE PARCEL OF REAL PROPERTY GENERALLY LOCATED NORTH OF THE C. STANLEY WEAVER CANAL ON THE WEST SIDE OF NORTH SEACREST BOULEVARD, BOYNTON BEACH, FLORIDA, BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM LOW DENSITY RESIDENTIAL (LDR) AND RECREATIONAL (R) TO LOCAL RETAIL COMMERCIAL (LRC); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, Seacrest Apartments Property Owner, LLC, has requested an amendment to the Future Land Use Map classification of a parcel of land generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard, Boynton Beach, FL, more particularly described in Exhibit "A," from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC); and,

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and,

WHEREAS, the property owner has also applied to rezone the property from Single Family Residential (R-1-A) to Planned Commercial Development (PCD); and,

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and consistent with Section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations,

and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

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: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC) for a ± 2.97-acre parcel generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held

to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. 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 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

APPROVED AS TO FORM:

(Corporate Seal)

_____

Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

PARCEL 1:

THE SOUTH 100 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH 165 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST; LESS: 80 FOOT WIDE RIGHT-OF-WAY GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

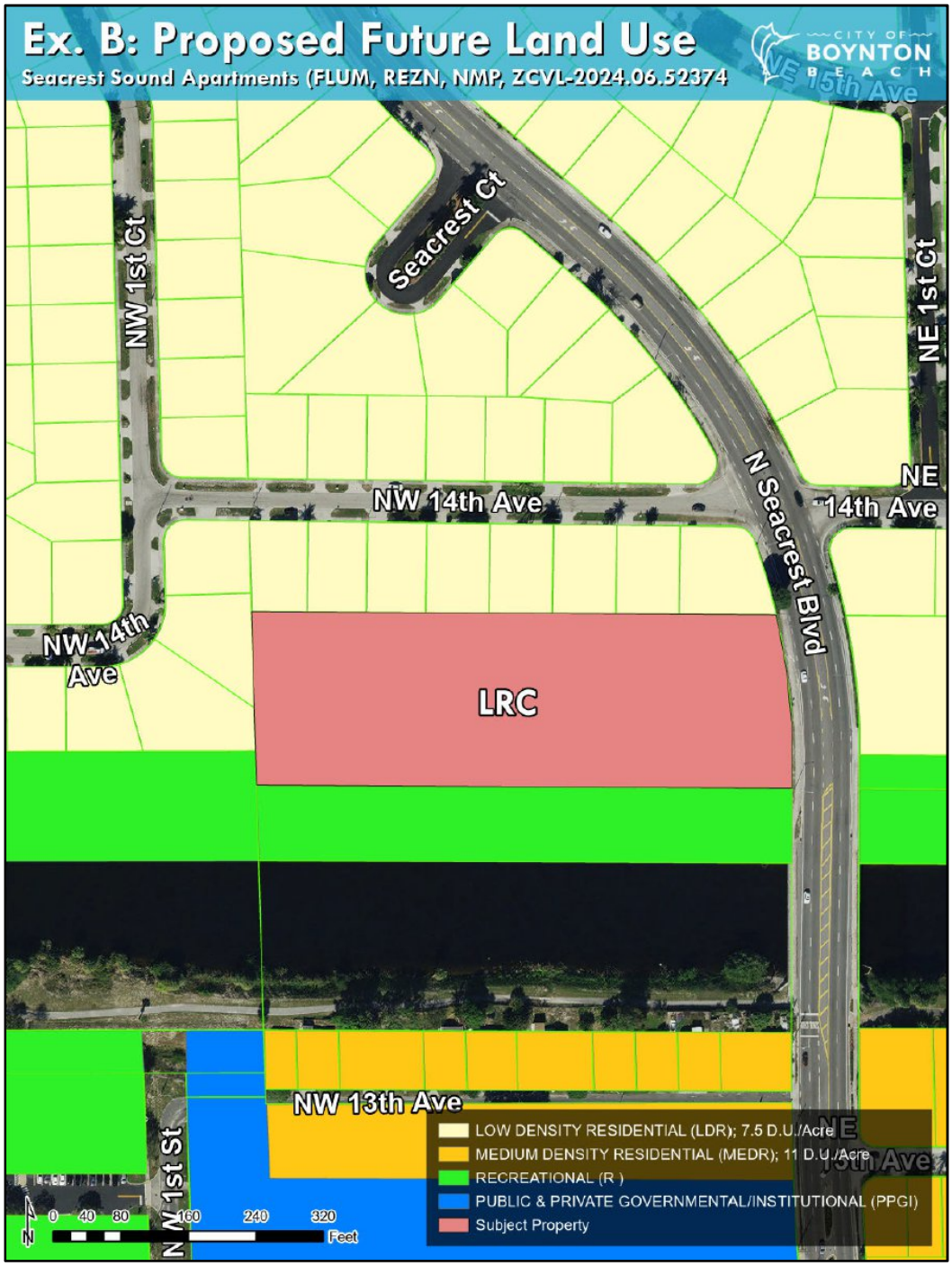
THE NORTH 40.00 FEET OF LOT 1, WILLIAM M. LANEHART SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 1. PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SUBJECT TO AN 80 FOOT RIGHT-OF-WAY FOR SEACREST BOULEVARD.

LESS AND EXCEPT:

ALL THAT PORTION LYING EAST OF A 80 FOOT WIDE RIGHT-OF-WAY FOR SEACREST ROAD, GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LAND CONTAINS 129,255 SQUARE FEET OR 2.976 ACRES, MORE OR LESS AND SITUATES PALM BEACH COUNTY, FLORIDA.

Exhibit B
Future Land Use Map



11.22.24 (SRW)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

ORDINANCE NO. 24-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 02-013 TO REZONE AN APPROXIMATELY 2.97 ACRE PARCEL OF REAL PROPERTY GENERALLY LOCATED NORTH OF THE C. STANLEY WEAVER CANAL ON THE WEST SIDE OF NORTH SEACREST BOULEVARD, BOYNTON BEACH, FLORIDA, FROM SINGLE FAMILY RESIDENTIAL (R-1-A) TO PLANNED COMMERCIAL DEVELOPMENT (PCD); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, Seacrest Apartments Property Owner, LLC, has requested to rezone the parcel of land generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard, Boynton Beach, FL (the "Property"), more particularly described in Exhibit "A," from Single Family Residential (R-1-A) to Planned Commercial Development (PCD); and,

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing received testimony and evidence related to the application and found that the rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commisison, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

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: Decision. The Property described in Exhibit A is hereby rezoned from Single Family Residential (R-1-A) to Planned Commercial Development (PCD), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Approval of Master Plan. The Master Plan for the Seacrest Sound Apartments, as depicted in Exhibit C-1, is hereby approved, subject to the conditions of approval set forth in Exhibit C-2.

Section 5: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 6: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7: Conflicts. 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 8: Effective Date. This Ordinance shall take effect immediately upon adoption.

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

APPROVED AS TO FORM:

(Corporate Seal)

_____

Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

PARCEL 1:

THE SOUTH 100 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH 165 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST; LESS: 80-FOOT-WIDE RIGHT-OF-WAY GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

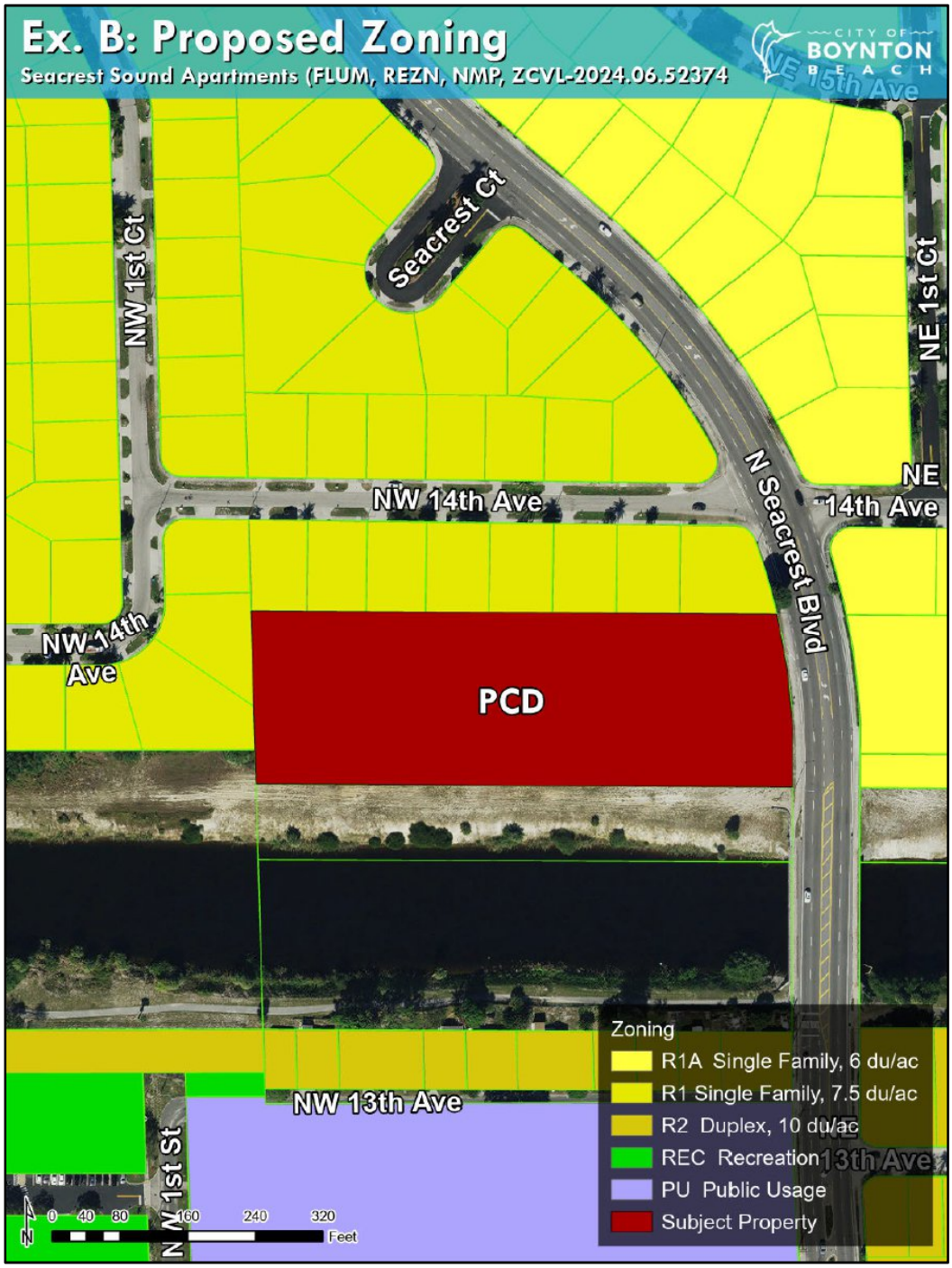
THE NORTH 40.00 FEET OF LOT 1, WILLIAM M. LANEHART SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 1. PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SUBJECT TO AN 80-FOOT RIGHT-OF-WAY FOR SEACREST BOULEVARD.

LESS AND EXCEPT:

ALL THAT PORTION LYING EAST OF A 80-FOOT-WIDE RIGHT-OF-WAY FOR SEACREST ROAD, GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LAND CONTAINS 129,255 SQUARE FEET OR 2.976 ACRES, MORE OR LESS AND SITUATES PALM BEACH COUNTY, FLORIDA.

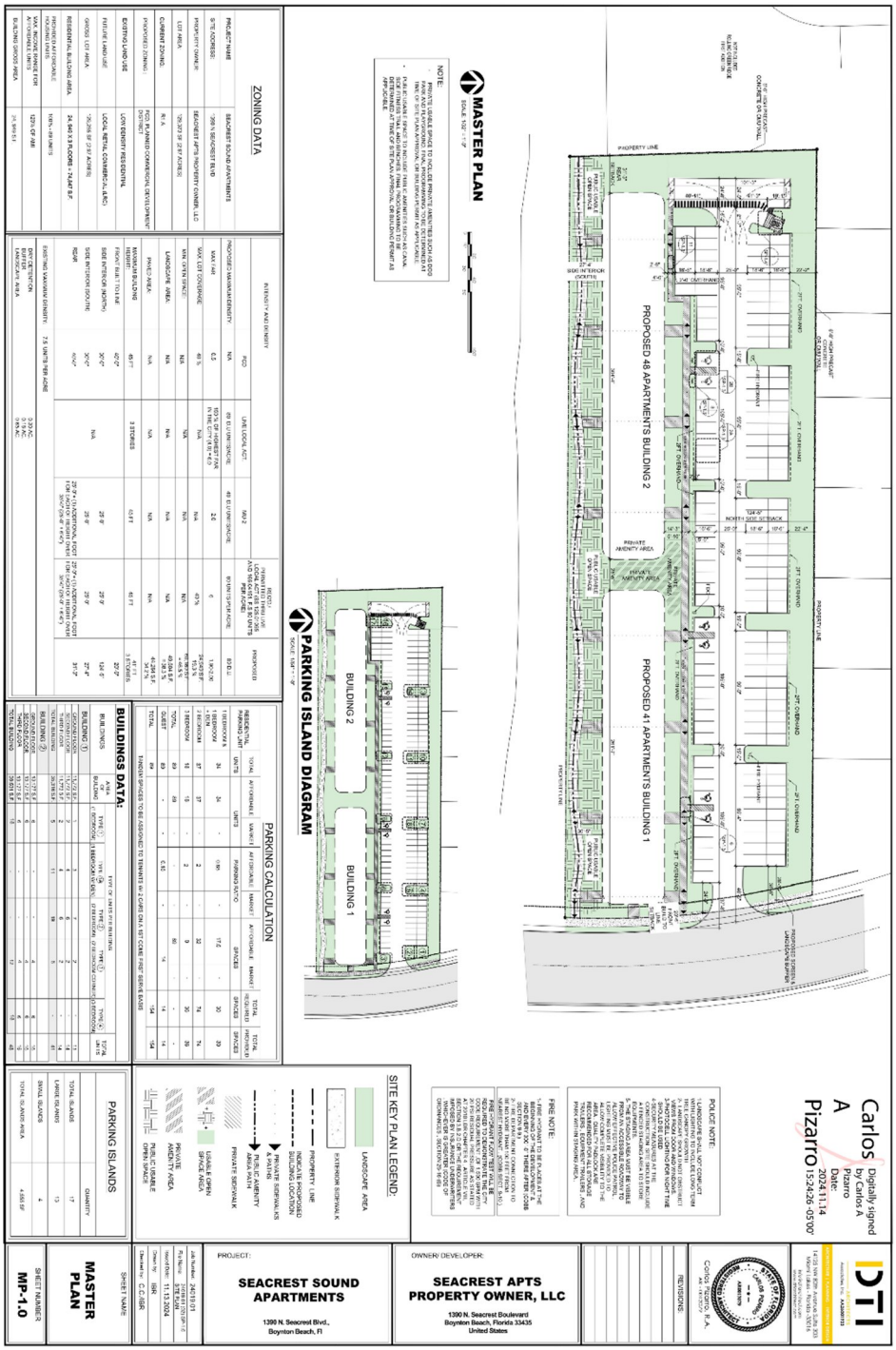
Exhibit B
Amended Zoning Map



11.22.24 (SRW)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Exhibit C.1
New Master Plan



11.22.24 (SRW)

CODING: Words in ~~strike through~~ type are deletions from existing law;
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Exhibit C.2
New Master Plan Conditions of Approval

Conditions of Approval

Project Name: New Master Plan for Seacrest Sound Apartments
File number: NMP 2024.06.52374
Reference: 5th review of plans identified as a New Master Plan submitted on November 15, 2024.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. Driveway/Access shall be designed in accordance with city standards and Palm Beach County standards, whichever is greater. The minimum distance from the street right-of-way line at any driveway to interior service drive or parking space shall be 50 feet, measured on a line perpendicular to the street right-of-way line, unless otherwise waived by the City, or County, as applicable.	X	
2. A recorded plat is required at the time of Land Development Permit (LDP) submittal.	X	
3. The provided traffic study does not adequately explain if a left turn lane will be needed or not. A thorough driveway analysis with a driveway volumes diagram shall be provided.	X	
4. A new TPS letter from Palm Beach County shall be provided as there are discrepancies between the current letter and the Future Land Use Plan Amendment Traffic Analysis. The new daily peak trips and new peak hour trips provided on these two documents are inconsistent.	X	
5. At the time of LDP, a complete drainage narrative with calculations, signed and sealed by a professional engineer, shall be provided for approval. This analysis is to demonstrate that the proposed exfiltration system is sufficient to handle the runoff from a 100 year 3-day storm without the need for additional on-site storage.	X	
6. The property owner is responsible to extend utilities to the subject site.	X	
FIRE		
Comments: None. All previous comments acknowledged at DART meeting.		

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POLICE		
For permit review and approval, the applicant shall address the following conditions:		
7. Landscaping shall not conflict with lighting to include long-term tree canopy growth.	X	
8. Landscaping should not obstruct view from doors, windows or walkways.	X	
BUILDING		
Comments: None. All previous comments acknowledged at DART meeting.		
PARKS AND RECREATION		
Comments: None. All previous comments acknowledged at DART meeting.		
PUBLIC ART		
Comments: None. The project is exempt from the City's Public Art requirements as it consists of 100 percent affordable residential dwelling units.		
PLANNING AND ZONING		
For permit review and approval, the applicant shall address the following conditions:		
9. All 89 residential dwelling units shall be limited to households earning up to 120% Area Median Income (AMI), as indicated on the Master Plan.	X	
10. Approval of the New Master Plan (NMP - 2024.06.52374) is contingent upon the approval of the Future Land Use Map Amendment (FLUM - 2024.06.52374), Rezoning (REZN – 2024.06.52374), and Variance (ZNCV - 2024.06.52374).	X	
11. A public access easement shall be established for the proposed usable open space area as shown on the Master Plan, and shall be identified on a Plat to ensure unobstructed public access.	X	
12. The proposed tandem parking spaces shall be assigned to the same dwelling unit and limited to the proposed two (2)-bedroom and three (3)-bedroom units.	X	

13.	A copy of an approved School Capacity Availability Determination (SCAD) application is required at the time of site plan submission.	X	
14.	Prior to the issuance of any building permit or Land Development Permit, a restrictive covenant for the affordable residential units shall be approved by the Planning and Zoning Division, and executed and recorded in the public records.	X	
15.	The Master Plan shall be corrected to indicate Low Density Residential (LDR) and Recreational (R) as the existing Future Land Use.	X	
	COMMUNITY REDEVELOPMENT AGENCY		
	Comments: None.		
	CITY COMMISSION CONDITIONS		
	Comments: To be determined.		

CODING: Words in ~~strike through~~ type are deletions from existing law;
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DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 24-027

STAFF REPORT

TO:	Mayor Ty Penserga Members of the City Commission
THRU:	Amanda B. Radigan, AICP, LEED AP Planning and Development Director
FROM:	Luis Bencosme, Senior Planner
DATE:	November 5, 2024 (City Commission Hearing: December 17, 2024 and January 7, 2025)
PROJECT:	Seacrest Sound Apartments Future Land Use Map Amendment and Rezoning, (FLUM, REZN 2024.06.52374)
REQUEST:	Approval of Seacrest Sound Apartments Future Land Use Map Amendment (FLUM 2024.06.52374) from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC) and Rezoning (REZN 2024.06.52374) from Single-Family Residential (R-1-A) to Planned Commercial Development (PCD).

PROJECT DESCRIPTION

Property Owner:	Seacrest Apartments Property Owner LLC
Applicant:	Alfredo Borges, Seacrest Apartments Property Owner LLC
Agents:	Beth Schrantz, Miskel Backman, LLP
Location:	2.97-acre vacant parcel, generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard
Existing Land Use/ Zoning:	Low Density Residential (LDR) and Recreational (R) / Single-Family Residential (R-1-A)
Proposed Land Use/ Zoning:	Local Retail Commercial (LRC) / Planned Commercial Development (PCD)
Proposed Use:	89 multi-family dwelling units

Acreage: 2.97-acres

Adjacent Uses:

North:	Single-family dwellings, classified Low Density Residential (LDR) land use and zoned Single Family Residential (R-1);
South:	C. Stanley Weaver Canal (South Florida Water Management District), and further south, single-family dwellings, classified as Medium Density Residential (MEDR) land use, and zoned Single- and Two-Family Residential (R-2);
East:	Right-of-way of North Seacrest Boulevard, and further east, a church, classified as Low Density Residential (LDR) land use and zoned Single-family Residential (R-1-A);
West:	Single-family dwellings, classified Low Density Residential (LDR) land use and zoned Single Family Residential (R-1)

PROPERTY OWNER NOTIFICATION

A notice of the requests was mailed to owners of properties within 400 feet of the subject properties, and signs were posted for the City Commission meeting dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004.

BACKGROUND

The Seacrest Sound Apartments development is proposed on a 2.97-acre vacant property located just north of the C. Stanley Weaver Canal, on the west side of North Seacrest Boulevard. The site is currently designated with Low Density Residential (LDR) and Recreational (R) land use classifications and zoned Single-Family Residential (R-1-A). The applicant seeks to amend the land use designation to Local Retail Commercial (LRC) and rezone the property to Planned Commercial Development (PCD), a zoning category consistent with the LRC classification.

Although residential use is not permitted in the PCD zoning district, the applicant plans to develop the subject property for an affordable housing project under the Live Local Act (CS/SB 102 in 2023 & CS/CS/SB 328 in 2024). This affordable housing project will help meet the demand for attainable housing in this part of the city. The proposed rezoning request to PCD requires concurrent submission of a Master Plan (Exhibit “B” - Master Plan).

The Master Plan (NMP-2024.06.52374) outlines the construction of 89 affordable residential units (29.91 du/ac) in two multi-family buildings with associated site improvements. Additional details and staff analysis of the Master Plan are provided in a separate review (Memorandum no. PZ 24-025). Any substantial modifications to the Master Plan or any changes to the associated conditions (Exhibit “C” – Conditions of Approval) would require City Commission approval to ensure alignment with the City’s Goals and Objectives.

Furthermore, the property does not meet the 3-acre minimum lot area required for the PCD zoning district, pursuant to Part III, Chapter 4, Article III, Section 3.F.3 - Building and Site Regulations (Table 3-20). Therefore, the applicant has submitted a Variance application (ZNCV 2024.06.52374) in conjunction with the Future Land Use Map Amendment and Rezoning applications (FLUM, REZN 2024.06.52374) to request relief from this minimum lot area requirement.

REVIEW BASED ON CRITERIA

The criteria used to review rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.D.3. These criteria are required to be part of the staff analysis when the proposed project includes a rezoning.

a. Demonstration of Need. *Whether the proposed amendments to the FLU and zoning maps are supported by the implementation of the city's vision for, or changes in the conditions or character of development in, the area under consideration. Ongoing or anticipated market trends may also be considered in a justification Statement provided as part of the application.*

While the proposed zoning and future land use are commercial, the proposed development is multi-family residential, and is intended to add affordable housing in a part of the city that may be in need of attainable housing options. Market trends show that housing is increasing in cost, and thus the provision of attainable housing within the subject area will help current residents remain in their neighborhood and provide the opportunity to live within Boynton Beach.

b. Consistency. *Whether the proposed amendments to the FLU and zoning maps would be consistent with, and promote, the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, or any other current city-approved planning documents.*

The proposed Local Retail Commercial (LRC) land use classification and Planned Commercial Development (PCD) zoning district are intended to facilitate the provision of diverse uses of the land within the City limits. The proposed Future Land Use amendment and Rezoning align with the City's Comprehensive Plan, which emphasizes housing diversity, redevelopment, and protection of residential areas from incompatible uses. Specifically, the Future Land Use Map amendment and rezoning, alongside the Master Plan, comply with the following Comprehensive Plan objectives and policies:

Objective 1.11 The City shall promote the development of a variety of rental and owner-occupied, single- and multi-family housing for a broad range of income groups, diverse cultures and for groups with special needs, and strive to protect residential environments by preventing or minimizing land use conflicts.

Policy 1.11.1 The City shall continue efforts to encourage a variety of housing choices by allowing a full range of residential densities to accommodate a diversity of housing choices including, single family, multi-family, manufactured and mobile dwellings and group homes.

Policy 1.11.2 The City shall continue to maintain and improve the existing single-family and lower-density neighborhoods, by preventing conversions to higher densities, except when consistent with adjacent land uses, contributes to the implementation of adopted redevelopment plans, or furthers the City's affordable housing programs.

While the PCD zoning district requires a minimum lot area of 3 acres, the proposed development site measures 2.97 acres, slightly below the minimum lot area requirement. To address this, the applicant has applied for a Variance (ZNCV - 2024.06.52374) to seek relief from the requirements. Approval of these Future Land Use Map Amendment and Rezoning applications is contingent upon the approval of the Variance request (see Exhibit "C" – Conditions of Approval).

c. Compatibility. *The application shall consider whether the proposed future land use and zoning, or potential uses allowed in a proposed zoning district, would be compatible with the surrounding uses in terms of density, scale, and the nature of use, or when such an amendment would normally create an isolated zoning district but would result in the incremental implementation of a redevelopment plan for the area.*

The Master Plan, alongside the Future Land Use Map amendment and rezoning, demonstrates partial compatibility in terms of density, scale, and character with the surrounding area. The project site has direct access from the North Seacrest Blvd, and directly abuts single-family residential developments to the north and west, and the canal to the south. The Master Plan thoughtfully locates the proposed multifamily buildings along the south perimeter to minimize their proximity to neighboring single-family homes to the north and west, enhancing compatibility with the surrounding area.

While the proposed density for the site is higher than the surrounding residential areas, it is compatibile with the existing development along North Secrest Blvd . According to the Master Plan, 100 percent of the units will be affordable. Future residents will be subject to the proposed household income restrictions. Similar afforable housing projects, such as Heart of Boynton Village and Ocean Breeze East, are located nearby along Seacrest Boulevard, demonstrating that this development pattern is not unprecedented in the area.

d. Orderly Growth. *Whether the proposed amendments to the FLU and zoning maps would encourage piecemeal development or create undevelopable parcels.*

As mentioned in the responses for criteria "b" and "c" above, the proposed rezoning is consistent with the Comprehensive Plan. The subject site is adequate for the proposed development and does not require a parcel assemblage; the proposed Master Plan demonstrates that the the entire site is fully utilized. Therefore, the proposed amendments to the FLU and zoning map would not create undevelopable parcels or encourage piecemeal development.

e. Location Efficiency. *Whether the proposed amendments to the FLU and zoning maps would support complementary land uses; the integration of a mix of land uses consistent with smart growth or sustainability initiatives; access to a wide range of mobility options; or interconnectivity within the project and between adjacent properties.*

The project is strategically located along North Seacrest Boulevard, providing direct access to public transportation, specifically Palm Tran route 70, which connects residents to the broader county-wide bus network. This connectivity encourages the use of alternative transportation modes and reduces reliance on single-occupancy vehicles.

Additionally, the proposed Master Plan includes a publicly accessible walking path with exercise equipment along the south perimeter, which not only serves the residents but also connects neighboring communities to North Seacrest Boulevard. This design promotes interconnectivity within the project and with surrounding properties, facilitating seamless movement for pedestrians

and enhancing the overall walkability of the area.

f. Availability of Public Services/Infrastructure. *All requests for FLUM amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification. Requests for rezoning to planned zoning districts and FLUM amendments shall be subject to review pursuant to Chapter 1, Article VI Concurrency.*

The Palm Beach County Solid Waste Authority has determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2054.

A traffic impact analysis was submitted to the Palm Beach County Traffic Division, indicating 607 new daily trips, 36 new AM peak hour trips, and 469 new PM peak hour trips. The Traffic Performance Standards (TPS) review from the Palm Beach County Traffic Division determined that the project meets the TPS of Palm Beach County.

The School Capacity Availability Determination (SCAD) letter provided by the Palm Beach County School District will be required to be approved prior to the issuance of any permits. The applicant must obtain this letter.

Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

g. Economic Development Impact.

(1) Whether the proposed rezoning/FLUM amendments would not:
- *a. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and*
- *b. Represent a potential decrease in the number of uses with high probable economic development benefits.*

(2) Whether the proposed rezoning/FLUM amendments would:
- *a. Create new employment opportunities;*
- *b. Contribute to the enhancement and diversification of the city's tax base;*
- *c. Respond to the current or anticipated market demand or community needs; or*
- *d. Alleviate economic obsolescence of the subject area.*

The proposed FLUM amendment and rezoning would not decrease the possible intensity of development, nor a number of uses with high probable economic development benefits. The proposed project generates economic development benefits by developing a parcel that has been vacant for over a decade and provides additional housing, which could potentially enhance the quality of life for the community.

The direct impact on job generation would not be significant as there are no commercial or industrial uses as part of this proposal; however, there may be other potential benefits, including:

1. Higher Property Value: By developing a previously vacant and unimproved property into an 89-unit affordable apartment complex, the property's assessed value will increase. As the value of developed properties is much higher than vacant land, more property taxes will be generated.
2. Development-Related Revenues and Impact Fees: As part of the development process, the appropriate fees will be generated from associated Major Development Applications and

Building Permit applications. These fees contribute to the City's revenues. Additionally, the project will be accessed for the applicable impact fees, which would be allocated to fund infrastructure improvements, parks, and other public services to support the needs of the growing community.

3. Affordable Housing Benefits: Affordable housing developments often attract residents who may otherwise have difficulty affording housing in the area. These residents contribute to the local economy by purchasing goods and services, thereby stimulating local businesses. This economic activity could further increase sales tax revenue and create a positive impact on the overall economic health of the area.
4. Attracting Further Investment: The development of an affordable housing project signals that the area is growing and supports housing options. This can attract other developers or businesses to invest in the surrounding areas, which lead to further property development, more businesses opening, higher property values across the city, and increase the long-term tax base.

In summary, the transformation of a vacant, low-value property into an affordable housing apartment complex will generate higher property taxes, bring in development-related revenues, and stimulate further economic activity in the surrounding area, which will contribute to the City's long-term financial health.

h. Heavy Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides evidence of satisfying at least two (2) of the Direct Economic Development Benefits listed in subparagraph "g" above.

The subject parcel is currently classified as Low Density Residential (LDR) and Recreational (R) and zoned Single-Family Residential (R-1-A), meaning commercial or industrial uses are not currently permitted. The proposed Master Plan limits the use of the property to residential development, preserving the existing residential character of the area while contributing to the local economy. As mentioned in subparagraph "g" above, the project will contribute to the City's economic development by developing a parcel that has been vacant for over a decade, and increasing demand for nearby businesses through the provision of additional residents.

RECOMMENDATION

Staff has reviewed the proposed Future Land Use Map Amendment (FLUM 2024.06.52374) and Rezoning (REZN 2024.06.52374) requests against the applicable review criteria. Should the City Commission agree to approve the requests, the Planning and Zoning Division recommends APPROVAL. Furthermore, approval of these requests is contingent upon the approval of the associated Master Plan (NMP 2024.06.52374) and Variance (ZNCV 2024.06.52374) requests.

Seacrest Sound
1390 North Seacrest Boulevard
Statement of Use and Justification for Future Land Use Map Amendment, Rezoning to Planned Commercial Development District, and Master Plan

SEACREST APTS PROPERTY OWNER LLC ("Petitioner") is the owner of the +/- 2.97 acre property located at 1390 North Seacrest Boulevard ("Property"). The Property is comprised of the portion of two (2) parcels referenced by parcel control numbers 08-43-45-21-00-000-1010 and 08-43-45-21-19-000-0010 that is generally located on the west side of North Seacrest Boulevard and on the north side of the Boynton Canal within the City of Boynton Beach ("City). The Property is designated LDR, Low Density Residential – 7.5 Dwelling Units per Acre, on the City's Future Land Use Map and is located within the R-1-A, Single-family Residential, zoning district. The Property is vacant and serving no beneficial use to the City or the surrounding community.

The population in the City is steadily growing, particularly post-pandemic with many moving to the City from out of state, and housing costs rising astronomically due to high demand and low supply. While the City has worked hard to increase affordable housing inventory, the existing housing stock within the City does not provide sufficient affordable housing opportunities for the projected population to live within the City. At this time, Petitioner proposes to develop the Property as a residential development comprised of eighty-nine (89) dwelling units (+/- 30 dwelling units per acre), one hundred percent (100%) of which will be provided as affordable housing units for households earning up to 120% of the AMI in accordance with the Live Local Act ("Project"). The Property is in a unique location between an established single family community to the north and east and a mix of water management (canal) and institutional uses to the east and south, and as such is appropriately placed to provide either a neighborhood serving commercial establishment or a transitional residential use with higher density. The City's standard residential future land use designations do not provide sufficient density to create a feasible affordable housing development and the mixed-use future land use designations are inappropriate for the proposed use of the Property.

In 2023, the State of Florida approved the Live Local Act, which became effective on July 1, 2023. Among other things, the Live Local Act preempts local governments' requirements regarding zoning, density, and height to allow for development of affordable multifamily rental housing in commercial, industrial, and mixed-use zoned areas under certain circumstances. In 2024, the State passed CS/CS/SB 328 to amend the 2023 Live Local Act's land use and zoning provisions for affordable multifamily rental developments to:

- Preempt a local government's floor area ratio for qualifying developments.
- Specify that a local government must reduce parking requirements for qualifying developments by at least 20 percent if the development is located within one-half mile of certain transportation facilities and has available parking within 600 feet.

- Modify the building height entitlement to address situations where a qualifying development is adjacent to single family residential.
- Prohibit qualifying developments within ¼ mile of a military installation from being approved administratively.
- Exempt certain airport-impacted areas from the zoning and land use entitlements.
- Make clarifying changes pertaining to the density, height, and floor area ratio entitlements for qualifying developments.
- Require qualifying developments be treated as a conforming use.
- Require local governments to publish procedures and expectations for the administrative approval of qualifying developments.
- Clarify that only the affordable units in a qualifying development must be rental units.
- Impose special qualifiers for developments within a transit-oriented development or area.

As there is not a more appropriate residential future land use and zoning district, Petitioner proposes to amend the future land use designation and zoning district to commercial designations and utilize the preemption of the City's requirements regarding zoning, density, and height to allow for development of affordable multifamily rental housing in commercial through the Live Local Act. In order to ensure transparency in the process, Petitioner also proposes to utilize the Planned Commercial Development District and provide a Master Plan illustrating the proposed residential development. Pursuant to discussions with City staff, the Master Plan and Site Plan will be reviewed in accordance with the MU-2 property development regulations and design standards. In order to develop the Project, Petitioner respectfully requests approval of the following applications:

Future Land Use Map ("FLUM") Amendment from the LDR, Low Density Residential 7.5 Dwelling Units per Acre, FLUM designation to the LRC, Local Retail Commercial, FLUM designation;

Rezoning from the R-1-A, Single-family Residential, zoning district to the PCD, Planned Commercial Development, zoning district; and

Master Plan Approval for an eighty-nine (89) dwelling unit Multifamily Residential development with one hundred percent (100%) of the housing units (36 units) provided as affordable housing in accordance with the Live Local Act, and development standards in accordance with the MU-2 zoning district.

In addition to the foregoing, Petitioner is also requesting approval of the following application, which is detailed in a separate Justification Statement.

Variance to allow a minimum lot area of 2.97 acre in lieu of the 3-acre minimum lot area required for the proposed PCD zoning district.

FLUM AMENDMENT, REZONING, AND MASTER PLAN CRITERIA

In accordance with the Section III.2.II.2.D of the City's Code, Petitioner will demonstrate below that the FLUM Amendment, Rezoning, and Master Plan: a) are needed; b) are consistent with, and promote, the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations; c) are compatible with the surrounding uses in terms of density, scale, and the nature of use; d) will promote orderly growth and discourage piecemeal development; e) will support complementary land uses, the integration of a mix of land uses consistent with smart growth and sustainability initiatives, access to alternative modes of transportation, and interconnectivity within the project and between adjacent properties; f) does not exceed the availability of Public Services/Infrastructure; g) will have a positive economic impact; h) will not reduce the amount of land available for commercial development; and i) shall comply with the requirements of the PCD and MU-2 zoning district and the site development standards.

a. *Demonstration of Need*. Approval of the FLUM Amendment, Rezoning, and Master Plan Applications is necessary to allow for development of the Project, which is needed to provide much needed modern housing units at an affordable price within the City. As noted above, the population in the City is steadily growing, particularly post-pandemic with many moving to the City from out of state, and housing costs rising astronomically due to high demand and low supply. The existing housing stock within the City does not provide sufficient affordable housing opportunities for the projected population to live within the City. The Project will provide 89 new dwelling units with a minimum of 36 units provided as affordable housing units thus meeting an urgent need within the City and the County. The Project is needed in order to promote the City's visions as a diversified and sustainable City. More specifically, the Project furthers the City's vision in meeting Future Land Use Element Objective 1.12, which requires that the City continue to encourage the provision of workforce housing to maintain a diversified and sustainable City having character and sense of community where people can live and work in the same area.

b. *Consistency*. The proposed FLUM Amendment, Rezoning, and Master Plan are consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. As noted above, the Project furthers the City's vision in meeting Future Land Use Element Objective 1.12, which requires that the City continue to encourage the provision of workforce housing to maintain a diversified and sustainable City having character and sense of community where people can live and work in the same area.

   In addition, the Project is consistent with the City's LDRs regarding the Planned Commercial Development District in Chapter 3, Article III, Section 3.F, as follows:

   1. General

      a. Purpose and Intent – The Project is consistent with the purpose of the PCD zoning district to implement the LRC FLUM classification of the Comprehensive Plan. The proposed FLUM Amendment and Rezoning will provide a place for commercial developments that will better satisfy current demands for commercially zoned lands or affordable housing under the Live Local Act, and encourage development that reflects changes in the concepts and the technology of land development. The inclusion of a Master Plan with the FLUM Amendment and Rezoning requests

ensures that the Project relates to the Project and conserves natural amenities by creating a public open space along the canal.

b. Prerequisite Location Standards. The Property is located in close proximity to existing infrastructure, public transportation routes and modes, and community areas. More specifically, there are existing facilities for roads, transit, water, sewer, and drainage immediately adjacent to the Property. Further, the Property is located nearby to existing institutional community uses, including a public school and places of worship. In addition, the Rezoning to PCD complies with the standards applicable to the rezoning of land generally:

(1) The Property is located along the major Seacrest Boulevard roadway and Palm Tran Route 70, which connects directly to two (2) Tri Rail stations. As such, the Property is ideally located to provide direct access without creating or generating an unacceptable level of traffic along streets in residential areas or districts outside it.

(2) Any extensions of publicly owned and maintained utilities and storm sewers, etc. will be constructed by the applicant at no expense to the city and said utilities, etc. will be deeded to the City clear of any encumbrances. Construction standards employed in the installation of publicly maintained utilities and storm sewers will be compliant with those promulgated by the Engineering and Utility Departments as amended periodically. Concerning streets, no roadway improvements of dedication of additional rights-of-way are required.

(3) The Property is suitable for development of the Project without hazards to persons or property, on or off the tract, from probability of flooding, erosion, or other dangers, annoyances, or inconveniences. Conditions of the soil, groundwater level, drainage, and topography are appropriate to both the proposed residential use and pattern of use intended.

In consideration of the foregoing, the proposed PCD zoning is consistent with the purpose and intent of the PCD zoning district, and is compliant with the prerequisite locational standards.

c. *Compatibility*. The proposed LRC FLUM designation, PCD zoning, and multifamily residential development provided on the Master Plan are compatible with the surrounding uses in terms of density, scale, and the nature of use. The Property is uniquely situated along the north side of the Boynton Canal at the border of an established residential community and across the street from an existing place of worship. The proposed multifamily use with a maximum of 89 dwelling units and a maximum height of forty-one feet (41') is compatible with the existing single-family neighborhood and creates an appropriate transition. The Master Plan is designed to provide a wall and landscape buffer along the north and west property lines and create separation between the multifamily buildings and the existing homes by placing the parking immediately south of the wall/landscape buffer and the buildings along the south side of the Property.

d. *Orderly Growth*. The proposed amendments to the FLUM and Zoning maps will not encourage piecemeal development or create undevelopable parcels. As it stands, the existing parcel is undevelopable with the highest and best use under the current FLUM and zoning designations.

The proposed amendments will create the regulatory framework to allow a beneficial and well-planned affordable housing development on the Property. The Project will serve significant benefit to the community by providing modern housing opportunities at an attainable price. Further, the Master Plan is designed to provide public open space along the south side of the Property with a wide multi-use pathway that is open to the public.

e. *Location Efficiency*. The FLUM Amendment, Rezoning, and Master Plan will support complementary land uses with multifamily residential providing a transitional use from the existing residential community to the institutional to the east and water management to the south. Further, the Project is designed to provide a public walkway along the canal to the south, thus supporting the integration of a mix of land uses consistent with sustainability initiatives. The Property is located adjacent to a Palm Tran stop that connects directly to the Delray Tri-Rail, thus improving access to a wide range of mobility options. In consideration of these factors, the Project is located efficiently to promote sustainable development and mobility.

f. *Availability of Public Services/Infrastructure*. The proposed FLUM Amendment has been reviewed for long-term capacity availability at the maximum intensity permitted under the requested LRC future land use classification, as detailed below:

Existing Maximum Development Permitted - Low Density Residential FLUM			
Land Use	**Gross Acreage**	**Maximum Density Permitted**	**Maximum Development Potential**
Low Density Residential	2.97	7.5 Dwelling Units per Acre	22 DU

Proposed Maximum Development Permitted – LRC FLUM or Live Local Act			
Land Use	**Gross Acreage**	**Maximum Density Permitted**	**Maximum Development Potential**
Local Retail Commercial	2.97	0.5	64,627 SF
Live Local Act Density		80 Dwelling Units per Acre	237 DU

(1) Roadways – The FLUM Amendment, Rezoning, and Master Plan meet the City's roadway concurrency standards. Please refer to the FLUM Amendment Traffic Study and Rezoning Traffic Study included with this application, which detail compliance with the City's Roadway concurrency standards.

(2) Potable Water – The FLUM Amendment, Rezoning, and Master Plan meet the City's potable water concurrency standards. Boynton Beach Utilities will be the water service provider for the referenced project. The City has a 10" waterline line running along North Seacrest Blvd as shown on the record drawings. The Project will connect to that line and bring water, fire and domestic service to the Property. The existing 10" watermain has sufficient capacity for fire and domestic service. The Project connection will consist of a new 8" watermain with a new fire hydrant connected directly to the 10" watermain.

The new (on-site) fire and domestic water lines will have independent connections to the 10" watermain on N. Seacrest Blvd. Fire hydrants will be spaced no greater than 500 feet apart and the remotest part of any structure shall not be more than 300 feet from the hydrant and shall be connected to mains no less than six inches in diameter. Fire flow shall be provided at flows not less than 1200 gallons per minute in addition to a maximum day requirement at pressures of not less than 30 pounds per square inch.

Domestic flow is calculated at 100 -200 gpd/ unit or ERC. As such, the project engineer estimates the water domestic use at 90 units x 200 gpd = 18,000 gallons per day. The utility may apply a peak-hour factor of 4.0.

The water utilities will be designed and installed in accordance with the FDEP requirements and subject to applicable permits or approvals obtained from Boynton Beach Utilities and the appropriate permits secured from the Palm Beach County Health Department.

Please refer to the letter from Boynton Beach Utilities included with this application, which confirms the availability of potable water service and capacity for the Project.

(3) Sanitary Sewer – The FLUM Amendment, Rezoning, and Master Plan meet the City's sanitary sewer concurrency standards. Boynton Beach Utilities will be the sewer service provider for the Project, and sanitary sewer mains are available adjacent to the Property. However, depending on the site grading, a private lift station and force main may be needed to discharge into the City closest sanitary manhole. In case of a shallow sanitary manhole, Petitioner will be responsible to lower that manhole to accommodate the addition flow, while maintaining the downward slope that causes the wastewater to flow freely down the pipes due to gravity.

"City of Boynton Beach Utilities" will be the Water Treatment Plants for the project. The total permitted maximum day operating capacity of the plants is 34.44 MGD, and the total maximum daily flow at the plants as recorded on monthly operating reports during the past 12 Months is 16.5 MGD. In addition, "South Central Regional Wastewater Treatment & Disposal Board" is the Wastewater Treatment Plant that will serve the project. Its maximum monthly average daily flow over the last 12-month period is 19.11 MGD, and the maximum three-month average daily flow over the last 12-month period is 17.97 MGD

Sewage collection system shall be designed and installed in accordance with the FDEP requirements and subject to applicable permits or approvals obtained from Boynton Beach Utilities and the appropriate permits secured from the Palm Beach County health Department.

Based on the record drawings, the Project will be designed to connect to the existing sewer line on the NW corner of the property line. The sewer line is located in an easement and the connection will be via a new force main from the new private pump station.

Please refer to the letter from Boynton Beach Utilities included with this application, which confirms the availability of sanitary sewer service and capacity for the Project.

(4) Solid Waste – There is sufficient solid waste capacity to serve the Project. The Solid Waste Authority of Palm Beach County ("Authority") is the solid waste service provider for the City and the Property. Please refer to the letter from the Solid Water Authority, which provides certification that the Authority has disposal capacity available to accommodate the solid waste generation for the municipalities and unincorporated Palm Beach County for the coming year of 2024, the five- year, and ten-year planning periods.

As of September 30, 2023, the Authority's Landfill, located at the Palm Beach Renewable Energy Park, has an estimated 25,464,905 cubic yards of landfill capacity remaining. Based upon the existing County population, the most recently available population growth rates published by the University of Florida Bureau of Economic and Business and Research (BEBR), medium projection, projected rates of solid waste generation, waste reduction, and recycling, the Authority forecasts that capacity will be available at the existing landfill through approximately the year 2054.

(5) Stormwater Drainage – The Project will be designed to meet the City's stormwater management requirements. The stormwater system will consist of exfiltration trenches, dry retention areas, swales and catch basins. We intend to capture, treat and convey all stormwater on-site without affecting adjacent properties or the roadway drainage system on North Seacrest Blvd.

Parking area drainage grade elevation shall not be lower than the maximum water surface elevation produced by the three-year, 24-hour rainfall event in any retention, detention, or conveyance facility receiving stormwater runoff. However, where detention or retention is provided by subsurface exfiltration systems the finished grade shall be no lower than the maximum storage elevation produced by the five-year, 24-hour event.

Storm sewer system capacity design shall, at a minimum, provide for conveyance of peak inflow from the applicable catchment, based on the three-year rainfall event, such that the hydraulic gradient elevation does not exceed the grate or cover elevation at any inlet or manhole under tailwater conditions

Secondary system, including all facilities and appurtenant structures for detention, retention, discharge, and conveyance to legal positive outfall, shall be designed and constructed to provide the degree of treatment and control of all stormwater runoff discharged from a development site necessary to meet the requirements of the agency having jurisdiction over receiving waters at each point of legal positive outfall. Secondary facilities for development subject to permitting by individual or general permit from SFWMD

(6) Schools – This is not applicable considering that the proposed FLUM Amendment and Rezoning are for commercial designation. A School Capacity Availability Determination will be provided prior to Site Plan Approval for any residential use allowed under the Live Local Act.

(7) Recreation and Open Space – The City has adopted a level of service of 2.5 acres of recreation and open space per 1,000 residents, which requires 0.54 acres of recreation and open space for the proposed 89 dwelling units (based on 2.44 persons per household per the U.S. Census). Approximately 1.35 acres of recreation and open space area is provided on the

proposed Master Plan. The proposed recreation will include amenities such as walking trails, dog park, playground, and/or tot lot. As such, the Project is designed to exceed the City's minimum standard for recreation and open space.

g. *Economic Development Impact*. Approval of the proposed FLUM Amendment, Rezoning, and Master Plan will not represent a decrease in the possible intensity of development or represent a potential decrease in the number of uses with high probable economic development benefits. The Project will provide a reasonable increase in density to create a much-needed modern affordable housing opportunity within the City, thus creating an economic development benefit to the current and future residents of the City and responding to the urgent and ongoing housing crisis in the region and nation at large.

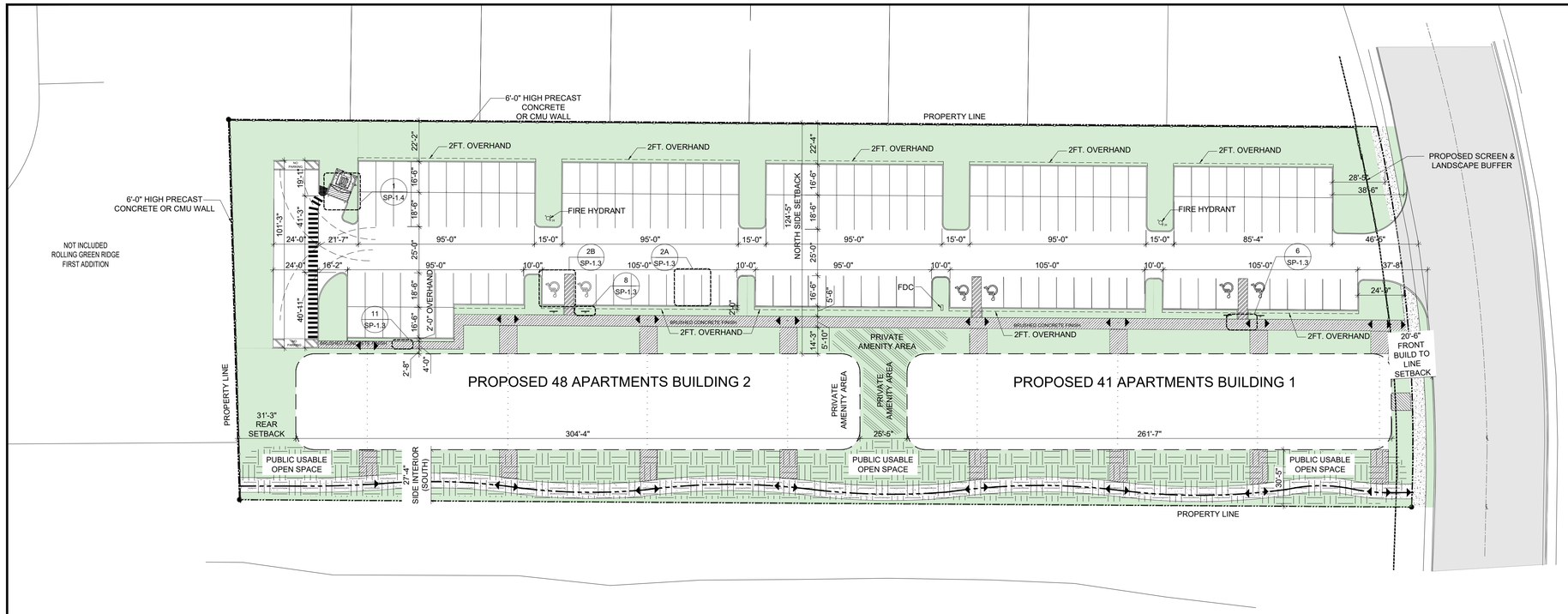
h. *Heavy Commercial and Industrial Land Supply*. Approval of the proposed FLUM Amendment, Rezoning, and Master Plan will not reduce the amount of land available for heavy commercial/industrial development.

i. *Master Plan and Site Plan Compliance with Land Development Regulations*. The Project complies with the site development standards of the City's Code and will provide specific details through the required Site Plan Application approval process subsequent to the approval of the proposed Rezoning and Master Plan.

Ex. A: Location Map

Seacrest Sound Apartments (FLUM, REZN, NMP, ZCVL-2024.06.52374





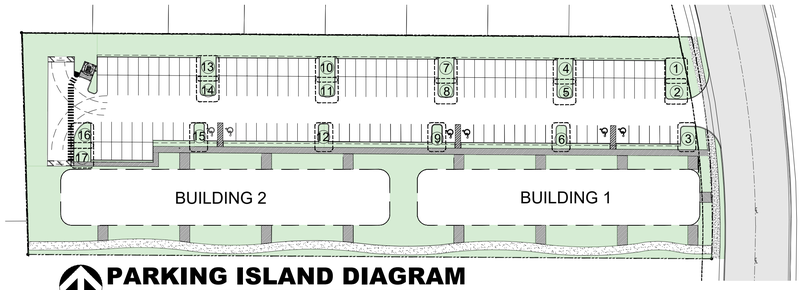
MASTER PLAN

SCALE: 1/32" = 1'-0"

0 10' 30' 50' 100'

NOTE:

- PRIVATE USABLE SPACE TO INCLUDE PRIVATE AMENITIES SUCH AS DOG PARK AND PLAYGROUND. FINAL PROGRAMMING TO BE DETERMINED AT TIME OF SITE PLAN APPROVAL OR BUILDING PERMIT AS APPLICABLE.
- PUBLIC USABLE SPACE TO INCLUDE PUBLIC AMENITIES SUCH AS CANAL SIDE FITNESS TRAIL AND BENCHES. FINAL PROGRAMMING TO BE DETERMINED AT TIME OF SITE PLAN APPROVAL OR BUILDING PERMIT AS APPLICABLE.



PARKING ISLAND DIAGRAM

SCALE: 1/64" = 1'-0"

ZONING DATA

PROJECT NAME	SEACREST SOUND APARTMENTS
SITE ADDRESS:	1390 N SEACREST BLVD
PROPERTY OWNER:	SEACREST APTS PROPERTY OWNER, LLC
LOT AREA:	129,373 SF (2.97 ACRES)
CURRENT ZONING:	R1 A
PROPOSED ZONING :	PCD, PLANNED COMMERCIAL DEVELOPMENT DISTRICT
EXISTING LAND USE	LOW DENSITY RESIDENTIAL
FUTURE LAND USE	LOCAL RETAIL COMMERCIAL (LRC)
GROSS LOT AREA:	129,255 SF (2.97 ACRES)
RESIDENTIAL BUILDING AREA.	24, 949 X 3 FLOORS = 74,847 S.F.
PROVIDED AFFORDABLE HOUSING UNITS	100% - 89 UNITS
MAX. INCOME RANGE FOR AFFORDABLE UNITS	120% OF AMI
BUILDING GROSS AREA	24, 949 S.F.

INTENSITY AND DENSITY	PCD	LIVE LOCAL ACT.	MU-2	REQ'D./ PERMITTED THRU LIVE LOCAL ACT (SS 125.01055 AND 166.04151, F.S 80 UNITS PER ACRE)	PROPOSED
PROPOSED MAXIMUM DENSITY:	N/A	80 D.U UNITS/ACRE	40 D.U UNITS/ACRE	80 UNITS PER ACRE	89 D.U.
MAX FAR	0.5	150 % OF HIGHEST FAR IN THE CITY (4.0) = 6.0	2.0	6	1.90-2.00
MAX. LOT COVERAGE:	40 %	N/A	N/A	40 %	24,949 S.F. 19.3 %
MIN. OPEN SPACE:	N/A	N/A	N/A	N/A	60,160 S.F. = 46.5 %
LANDSCAPE AREA:	N/A	N/A	N/A	N/A	49,504 S.F. = 38.3 %
PAVED AREA:	N/A	N/A	N/A	N/A	44,264 S.F. 34.2 %
MAXIMUM BUILDING HEIGHT:	45 FT	3 STORIES	45 FT	45 FT	41' FT 3 STORIES
FRONT BUILT TO LINE	40'-0"	N/A			20'-6"
SIDE INTERIOR (NORTH)	30'-0"		25'-0"	25'-0"	124'-5"
SIDE INTERIOR (SOUTH)	30'-0"		25'-0"	25'-0"	27'-4"
REAR	40'-0"		25'-0"+ (1) ADDITIONAL FOOT FOR EACH OF HEIGHT OVER 35'-0" (25'-0" + 6'-0")	25'-0"+ (1) ADDITIONAL FOOT FOR EACH OF HEIGHT OVER 35'-0" (25'-0" + 6'-0")	31'-3"
EXISTING MAXIMUM DENSITY:	7.5 UNITS PER ACRE				

DRY DETENTION	0.30 AC.
BUFFER	0.18 AC.
LANDSCAPE AREA	0.65 AC.

PARKING CALCULATION

RESIDENTIAL PARKING UNIT	TOTAL UNITS	AFFORDABLE UNITS	MARKET UNITS	AFFORDABLE PARKING RATIO	MARKET PARKING RATIO	AFFORDABLE SPACES	MARKET SPACES	TOTAL REQUIRED SPACES	TOTAL PROVIDED SPACES
1 BEDROOM & 1 BEDROOM + DEN	34	34	-	0.88	-	17.6	-	30	30
2 BEDROOM	37	37	-	2	-	32	-	74	74
3 BEDROOM	18	18	-	2	-	0	-	36	36
TOTAL	89	89	-	-	-	89	-	-	-
GUEST	89	-	-	0.15	-	14		14	14
TOTAL	89							154	154

TANDEM SPACES TO BE ASSIGNED TO TENANTS W/ 2 CARS ON A 1ST COME FIRST SERVE BASIS

BUILDINGS DATA:

BUILDINGS	AREA OF BUILDING	TYPE OF UNITS PER BUILDING: TYPE 1 (1 BEDROOM)	TYPE 1A (1 BEDROOM W/ DEN)	TYPE 2 (2 BEDROOM)	TYPE 3 (2 BEDROOM CORNER)	TYPE 4 (3 BEDROOM)	TOTAL UNITS
BUILDING 1							
GROUND FLOOR	11,772 S.F.	1	3	7	2	-	13
SECOND FLOOR	11,772 S.F.	2	4	6	2	-	14
THIRD FLOOR	11,772 S.F.	2	4	6	2	-	14
TOTAL BUILDING	35,316 S.F.	5	11	19	6	-	41
BUILDING 2							
GROUND FLOOR	13,177 S.F.	6	-	-	4	6	16
SECOND FLOOR	13,177 S.F.	6	-	-	4	6	16
THIRD FLOOR	13,177 S.F.	6	-	-	4	6	16
TOTAL BUILDING	39,531 S.F.	18	-	-	12	18	48

POLICE NOTE:

1-LANDSCAPE SHALL NOT CONFLICT WITH LIGHTING TO INCLUDE LONG TERM TREE CANOPY GROWTH
2- LANDSCAPE SHOULD NOT OBSTRUCT VIEWS FROM DOOR AND WINDOWS.
3-PHOTOCELL LIGHTING FOR NIGHT TIME SHOULD BE USED
4-SECURITY MEASURES AT THE CONSTRUCTION SITE SHOULD INCLUDE A FENCED STAGING AREA TO STORE EQUIPMENTS.
5- THE STAGING AREA MUST BE VISIBLE FROM AN ACCESSIBLE ROADWAY TO ALLOW EFFECTIVE POLICE PATROL , LIGHTING MUST BE PROVIDED TO ALLOW COMPLETE VISIBILITY TO THE AREA . QUALITY PADLOCK ARE RECOMMENDED FOR ALL STORAGE TRAILERS , EQUIPMENT TRAILERS , AND PARK WITHIN STAGING AREA..

FIRE NOTE:

1- FIRE HYDRANT TO BE PLACES AT THE BEGINNING OF THE DEVELOPMENT & AND EVERY 300 '-0" THERE AFTER (COBB SECTION 9-9.)
2- FIRE DEPARTMENT CONNECTION TO BE NO MORE THAM 100 FEET FROM NEAREST HYDRANT , (COBB SECT. 9-10)

FIRE HYDRANT FLOW TEST WILL BE REQUIRED TO DEMONSTRATE THE CITY CODE REQUIREMENT ,OF 1,500 GPM WITH 20 PSI RESIDUAL PRESSURE AS STATED AT 2010 LDR CHAPTER 4 , ARTICLE VIII, SECTION 3.B.2.D OR THE REQUIREMENT IMPOSED BY INSURANCE UNDERWRITERS , WHICHEVER IS GREATER (CODE OF ORDINANCES , SECTION 26-16-(B)

SITE KEY PLAN LEGEND:

- LANDSCAPE AREA
- EXTERIOR SIDEWALK
- PROPERTY LINE
- INDICATE PROPOSED BUILDING LOCATION
- PRIVATE SIDEWALKS & PATHS
- PUBLIC AMENITY AREA PATH
- PRIVATE SIDEWALK
- USABLE OPEN SPACE AREA
- PRIVATE AMENITY AREA
- PUBLIC USABLE OPEN SPACE

PARKING ISLANDS

	QUANTITY
TOTAL ISLANDS	17
LARGE ISLANDS	13
SMALL ISLANDS	4
TOTAL ISLANDS AREA	4,555 SF

Carlos A Pizarro
Digitally signed by Carlos A Pizarro
Date: 2024.11.14 15:24:26 -05'00'

DTI ARCHITECTS
Associates, Inc. AA26001933
ARCHITECTURE | PLANNING | INTERIOR DESIGN
14125 NW 80th Avenue Suite 303
Miami Lakes - Florida -33016
info@dtiarchitect.com
www.dtiarchitect.com

STATE OF FLORIDA — CARLOS PIZARRO — AR0013079 — REGISTERED ARCHITECT

Carlos Pizarro, R.A.
AR - 0013079

REVISIONS:

OWNER/ DEVELOPER:
SEACREST APTS PROPERTY OWNER, LLC
1390 N. Seacrest Boulevard
Boynton Beach, Florida 33435
United States

PROJECT:
SEACREST SOUND APARTMENTS
1390 N. Seacrest Blvd,
Boynton Beach, Fl

Job Number:	24019.01
File Name:	24019.01 (02) SP-1.0 SITE PLAN
Issued Date:	11.13.2024
Drawn by:	IBR
Checked by:	C.C./IBR

SHEET NAME
MASTER PLAN

SHEET NUMBER
MP-1.0

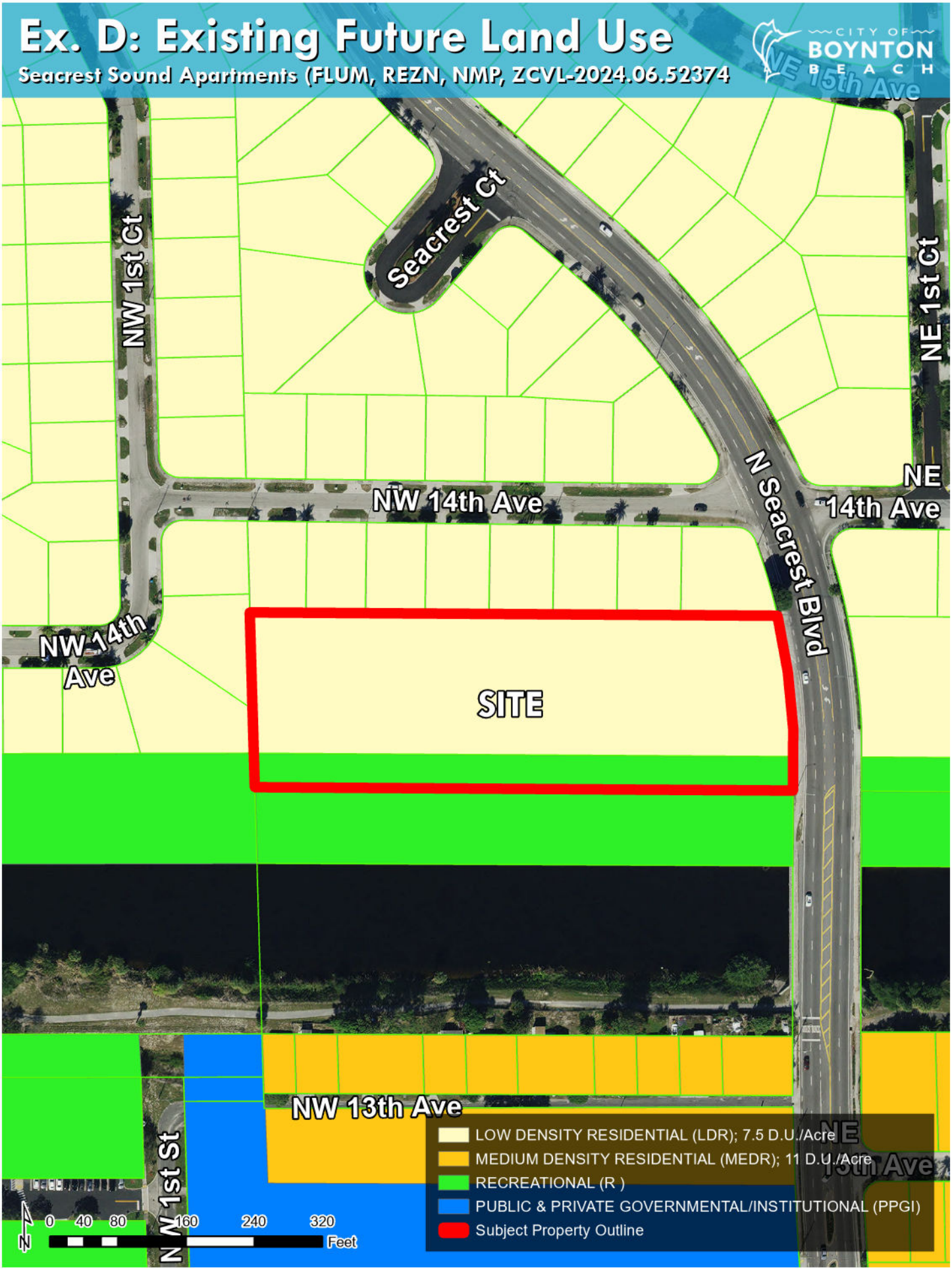
EXHIBIT "C"
Conditions of Approval

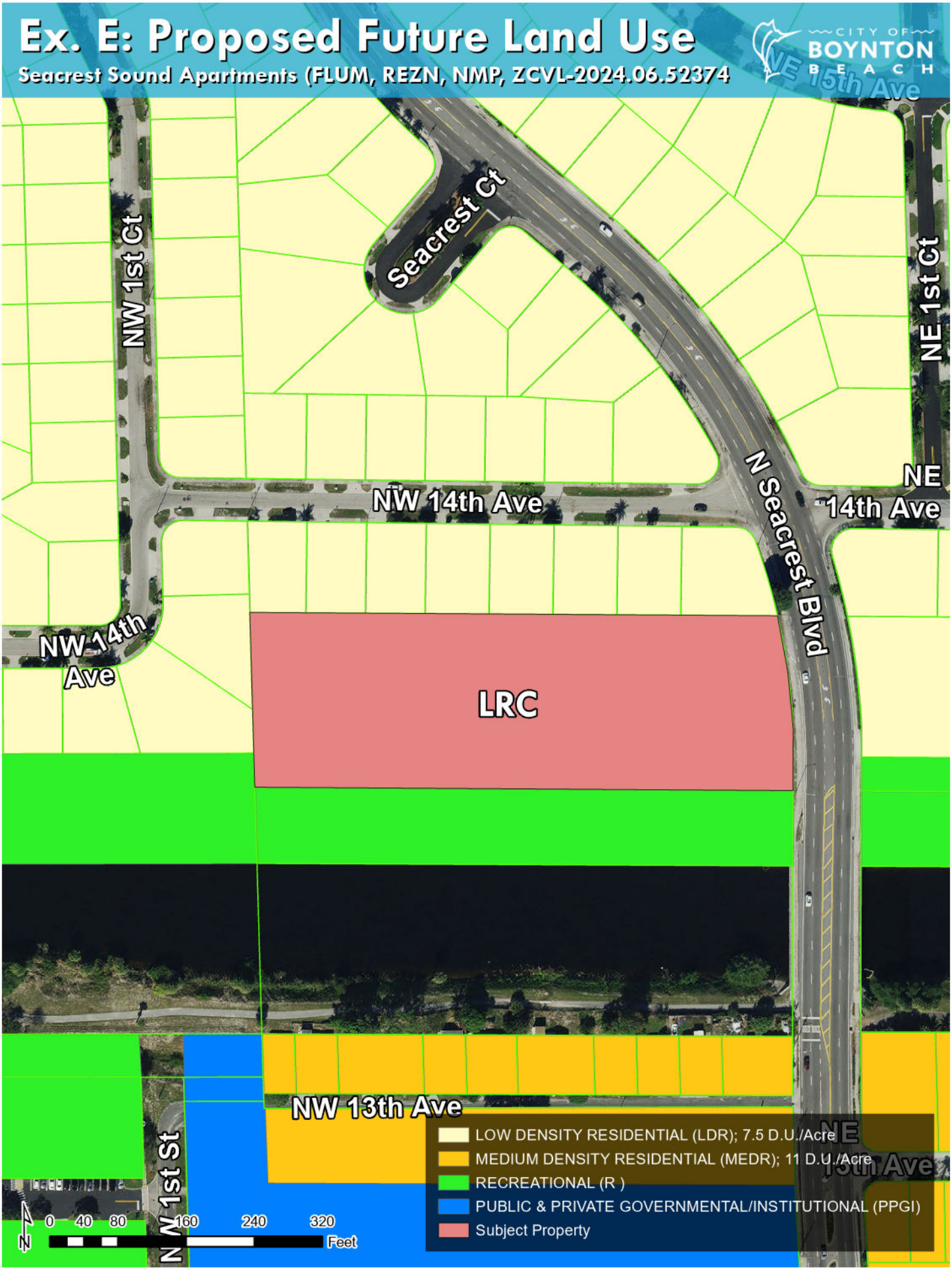
Project Name: New Master Plan for Seacrest Sound Apartments
File number: NMP 2024.06.52374
Reference: 5th review of plans identified as a New Master Plan submitted on November 15, 2024.

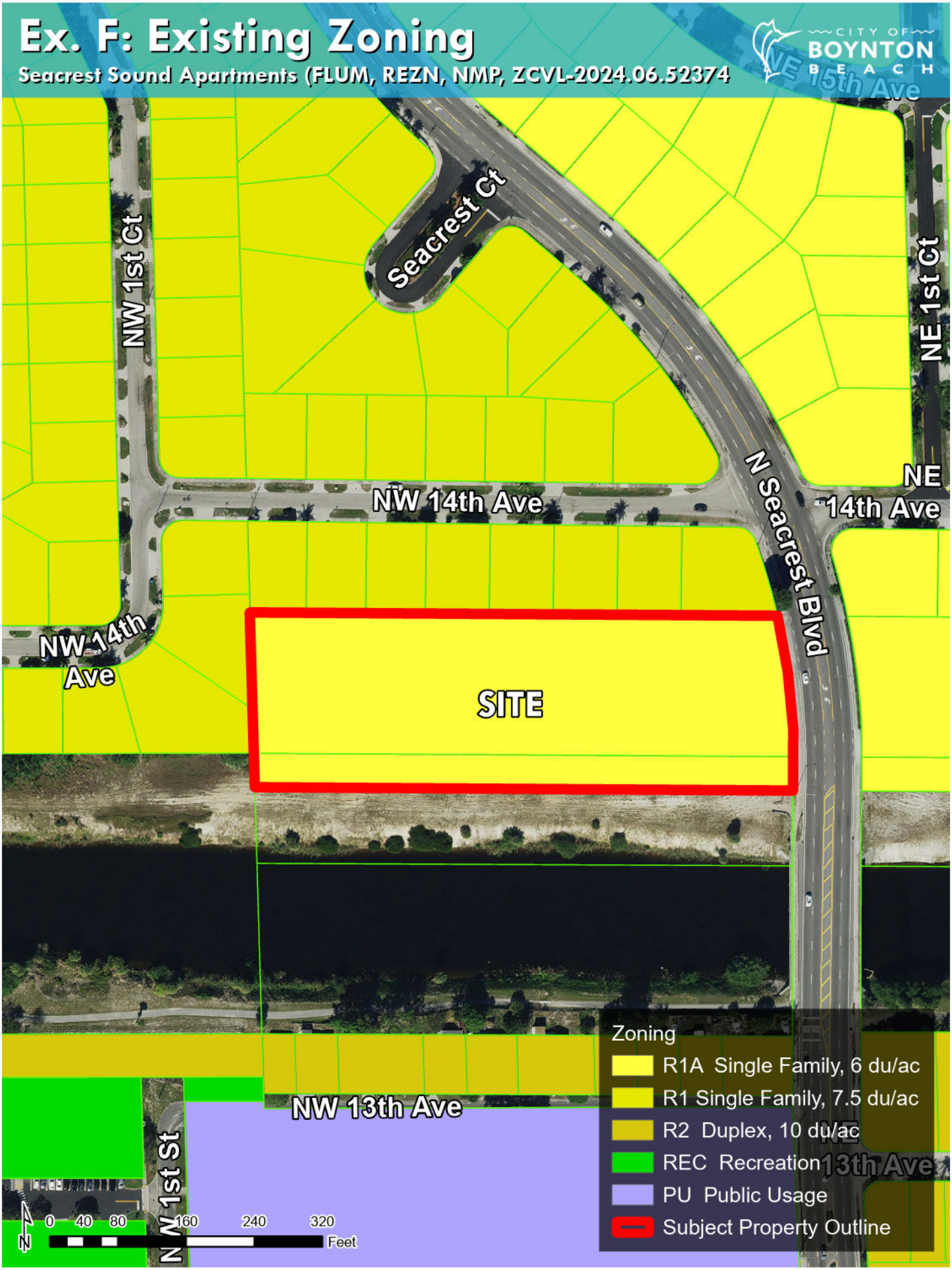
DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. Driveway/Access shall be designed in accordance with city standards and Palm Beach County standards, whichever is greater. The minimum distance from the street right-of-way line at any driveway to interior service drive or parking space shall be 50 feet, measured on a line perpendicular to the street right-of-way line, unless otherwise waived by the City, or County, as applicable.	X	
2. A recorded plat is required at the time of Land Development Permit (LDP) submittal.	X	
3. The provided traffic study does not adequately explain if a left turn lane will be needed or not. A thorough driveway analysis with a driveway volumes diagram shall be provided.	X	
4. A new TPS letter from Palm Beach County shall be provided as there are discrepancies between the current letter and the Future Land Use Plan Amendment Traffic Analysis. The new daily peak trips and new peak hour trips provided on these two documents are inconsistent.	X	
5. At the time of LDP, a complete drainage narrative with calculations, signed and sealed by a professional engineer, shall be provided for approval. This analysis is to demonstrate that the proposed exfiltration system is sufficient to handle the runoff from a 100 year 3-day storm without the need for additional on-site storage.	X	
6. The property owner is responsible to extend utilities to the subject site.	X	
FIRE		
Comments: None. All previous comments acknowledged at DART meeting.		

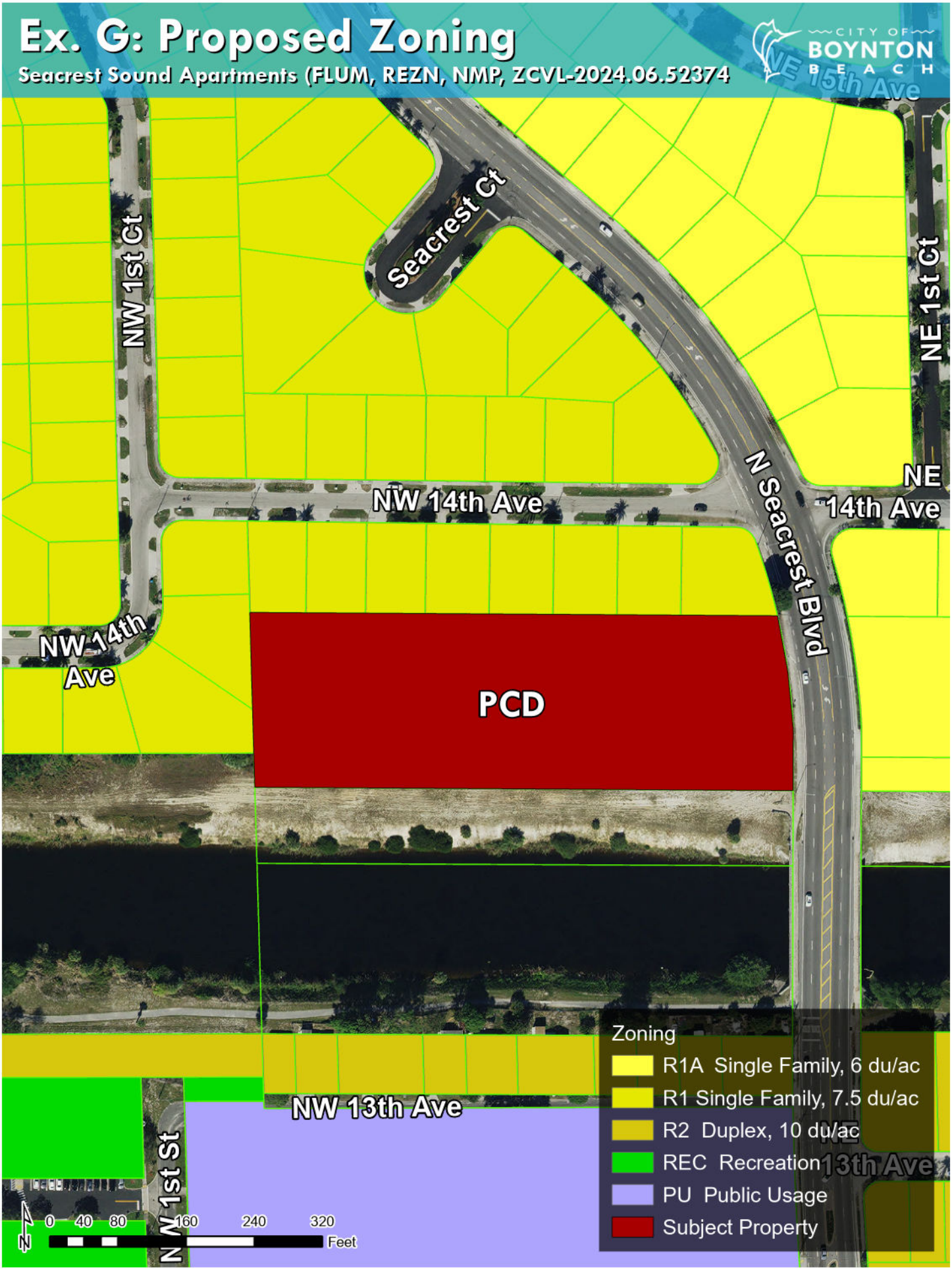
POLICE		
For permit review and approval, the applicant shall address the following conditions:		
7. Landscaping shall not conflict with lighting to include long-term tree canopy growth.	X	
8. Landscaping should not obstruct view from doors, windows or walkways.	X	
BUILDING		
Comments: None. All previous comments acknowledged at DART meeting.		
PARKS AND RECREATION		
Comments: None. All previous comments acknowledged at DART meeting.		
PUBLIC ART		
Comments: None. The project is exempt from the City's Public Art requirements as it consists of 100 percent affordable residential dwelling units.		
PLANNING AND ZONING		
For permit review and approval, the applicant shall address the following conditions:		
9. All 89 residential dwelling units shall be limited to households earning up to 120% Area Median Income (AMI), as indicated on the Master Plan.	X	
10. Approval of the New Master Plan (NMP - 2024.06.52374) is contingent upon the approval of the Future Land Use Map Amendment (FLUM - 2024.06.52374), Rezoning (REZN – 2024.06.52374), and Variance (ZNCV - 2024.06.52374).	X	
11. A public access easement shall be established for the proposed usable open space area as shown on the Master Plan, and shall be identified on a Plat to ensure unobstructed public access.	X	
12. The proposed tandem parking spaces shall be assigned to the same dwelling unit and limited to the proposed two (2)-bedroom and three (3)-bedroom units.	X	

13.	A copy of an approved School Capacity Availability Determination (SCAD) application is required at the time of site plan submission.	X	
14.	Prior to the issuance of any building permit or Land Development Permit, a restrictive covenant for the affordable residential units shall be approved by the Planning and Zoning Division, and executed and recorded in the public records.	X	
15.	The Master Plan shall be corrected to indicate Low Density Residential (LDR) and Recreational (R) as the existing Future Land Use.	X	
	COMMUNITY REDEVELOPMENT AGENCY		
	Comments: None.		
	CITY COMMISSION CONDITIONS		
	Comments: To be determined.		


Ex. D: Existing Future Land Use
Seacrest Sound Apartments (FLUM, REZN, NMP, ZCVL-2024.06.52374
CITY OF BOYNTON BEACH
NE 15th Ave
Seacrest Ct
NW 1st Ct
NE 1st Ct
NW 14th Ave
N Seacrest Blvd
NE 14th Ave
NW 14th Ave
SITE
NW 13th Ave
N 1st St
NE 15th Ave
LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
RECREATIONAL (R)
PUBLIC & PRIVATE GOVERNMENTAL/INSTITUTIONAL (PPGI)
Subject Property Outline
N
0 40 80 160 240 320
Feet


Ex. E: Proposed Future Land Use
Seacrest Sound Apartments (FLUM, REZN, NMP, ZCVL-2024.06.52374
CITY OF BOYNTON BEACH
NE 15th Ave
Seacrest Ct
NW 1st Ct
NE 1st Ct
N Seacrest Blvd
NW 14th Ave
NE 14th Ave
NW 14th Ave
LRC
NW 13th Ave
N 1st St
NE 13th Ave
LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
RECREATIONAL (R)
PUBLIC & PRIVATE GOVERNMENTAL/INSTITUTIONAL (PPGI)
Subject Property
N
0 40 80 160 240 320
Feet


Ex. F: Existing Zoning
Seacrest Sound Apartments (FLUM, REZN, NMP, ZCVL-2024.06.52374
CITY OF BOYNTON BEACH
NE 15th Ave
Seacrest Ct
NW 1st Ct
NE 1st Ct
N Seacrest Blvd
NW 14th Ave
NE 14th Ave
NW 14th Ave
SITE
NW 13th Ave
NE 13th Ave
N 1st St
Zoning
R1A Single Family, 6 du/ac
R1 Single Family, 7.5 du/ac
R2 Duplex, 10 du/ac
REC Recreation
PU Public Usage
Subject Property Outline
0 40 80 160 240 320
Feet


Ex. G: Proposed Zoning
Seacrest Sound Apartments (FLUM, REZN, NMP, ZCVL-2024.06.52374
CITY OF BOYNTON BEACH
NE 15th Ave
Seacrest Ct
NW 1st Ct
NE 1st Ct
N Seacrest Blvd
NW 14th Ave
NE 14th Ave
NW 14th Ave
PCD
NW 13th Ave
NE 13th Ave
N 1st St
Zoning
R1A Single Family, 6 du/ac
R1 Single Family, 7.5 du/ac
R2 Duplex, 10 du/ac
REC Recreation
PU Public Usage
Subject Property
0 40 80 160 240 320
Feet

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.
12/17/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Approval of the Development Order for the new Master Plan (NMP-2024.06.52374) for the Seacrest Sound Apartment project.

Requested Action: Approve Development Order for New Master Plan (NMP-2024.06.52374) for Seacrest Sound Apartments to construct 89 affordable residential units, amenities, and associated site improvements on a 2.97-acre site, located just north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard.

Explanation of Request:

The Seacrest Sound Apartments development proposes a total of 89 affordable residential units on a vacant 2.97-acre parcel located just north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard.

The applicant is requesting approval of several concurrent applications for Seacrest Sound Apartments (see the respective staff reports). The first two applications, Land Use Map Amendment and Rezoning (FLUM, NMP -2024.06.52374) is to amend the land use from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC) and rezone the property from Single-Family Residential (R-1-A) to Planned Commercial Development (PCD). Although residential use is not permitted in the PCD zoning district, the applicant plans to develop the subject property for an affordable housing project under the Live Local Act (CS/SB 102 in 2023 & CS/CS/SB 328 in 2024). This affordable housing project will help meet the demand for attainable housing in this part of the city. The proposed rezoning request to PCD requires concurrent submission of a Master Plan (Exhibit “B” - Master Plan).

This new Master Plan application (NMP-2024.06.52374) is for a New Master Plan consisting of 89 affordable residential units and associated site improvements. The Master Plan proposes two multi-family residential buildings, one with 48 units and the other with 41 units, placed parallel to the south perimeter abutting the canal. The applicant also submitted a Variance (ZCVL-(2024.06.52374) to request relief from the provision of Part III, Chapter 3, Article III, Section 3.F.3, which requires a minimum lot area of 3 acres.

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

Fiscal Impact: N/A

Attachments:
Staff Report - Master Plan
Justification Statement
Exhibit A - Location Map
Exhibit B - Master Plan
Exhibit C - Conditions of Approval_Master Plan.doc
Exhibit D - Survey
Development Order - Master Plan

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 24-027

STAFF REPORT

TO:	Mayor Ty Penserga Members of the City Commission
THRU:	Amanda B. Radigan, AICP, LEED AP Planning and Zoning Director
FROM:	Luis Bencosme, Senior Planner
DATE:	November 5, 2024
PROJECT:	Seacrest Sound Apartments New Master Plan (NMP 2024.06.52374)
REQUEST:	Approval of New Master Plan (NMP-2024.06.52374), including 89 affordable residential units, amenities, and associated site improvements on a 2.97-acre site, generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard.

PROJECT DESCRIPTION

Property Owner:	SEACREST APTS PROPERTY OWNER LLC
Applicant:	Alfredo Borges, SEACREST APTS PROPERTY OWNER LLC
Agent:	Beth Schrantz, Miskel Backman, LLP
Location:	2.97-acre vacant parcel generally located north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard
Existing Land Use:	Low Density Residential (LDR) and Recreational (R)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Single-Family Residential (R-1-A)
Proposed Zoning:	Planned Commercial Development (PCD)
Proposed Use:	89 residential dwelling units
Acreage:	2.97-acres
Adjacent Uses:	
North:	Single-family dwellings, classified Low Density Residential (LDR) land

use and zoned Single Family Residential (R-1);

South: C. Stanley Weaver Canal (South Florida Water Management District), and further south, single-family dwellings, classified as Medium Density Residential (MEDR) land use, and zoned Single- and Two-Family Residential (R-2);

East: Right-of-way of North Seacrest Boulevard, and further east, a church, classified as Low Density Residential (LDR) land use and zoned Single-family Residential (R-1-A);

West: Single-family dwellings, classified Low Density Residential (LDR) land use and zoned Single Family Residential (R-1)

PROPERTY OWNER NOTIFICATION

A notice of the requests was mailed to owners of properties within 400 feet of the subject properties, and signs were posted for the City Commission meeting dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004.

BACKGROUND

Proposal: The Seacrest Sound Apartments development proposes a total of 89 affordable residential units on a vacant 2.97-acre parcel located just north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard.

The applicant is requesting approval of several concurrent applications for Seacrest Sound Apartments (see the respective staff reports). The first two applications, Land Use Map Amendment and Rezoning (FLUM, NMP - 2024.06.52374) is to amend the land use from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC) and rezone the property from Single-Family Residential (R-1-A) to Planned Commercial Development (PCD). Although residential use is not permitted in the PCD zoning district, the applicant plans to develop the subject property for an affordable housing project under the Live Local Act (CS/SB 102 in 2023 & CS/CS/SB 328 in 2024). This affordable housing project will help meet the demand for attainable housing in this part of the city. The proposed rezoning request to PCD requires concurrent submission of a Master Plan (Exhibit “B” - Master Plan).

This new Master Plan application (NMP-2024.06.52374) is for a New Master Plan consisting of 89 affordable residential units and associated site improvements. The Master Plan proposes two multi-family residential buildings, one with 48 units and the other with 41 units, placed parallel to the south perimeter abutting the canal. The applicant also submitted a Variance (ZCVL-(2024.06.52374) to request relief from the provision of Part III, Chapter 3, Article III, Section 3.F.3, which requires a minimum lot area of 3 acres.

ANALYSIS

Traffic: The traffic impact analysis was submitted to the Palm Beach County Traffic Division, with the findings of 607 new daily trips, 36 new am peak hour trips and 469 new pm peak hour trips. The Traffic Performance Standards (TPS) review from the Palm Beach County Traffic Division determined that the project meets the TPS of Palm Beach County.

School: The applicant has submitted a copy of the School Capacity Availability Determination (SCAD) application. The proposed development must submit an approved SCAD to ensure that area schools have sufficient capacity to accommodate potential public-school students residing in the project. An approval letter from the County must be received before any permits are issued (see Exhibit "C" - Conditions of Approval).

Utilities: The City's Utilities Department has reviewed the master plan application, and the applicant has addressed all comments raised during the DART review process. The City's water system has sufficient capacity to meet the projected potable water demand of the project. It will be the owner's responsibility to extend utilities to the site (see Exhibit "C" - Conditions of Approval).

Police/Fire: The Police and Fire Departments have reviewed the site plan, and all review comments have been addressed by the applicant during the DART review process. The Police Department has requested that landscaping not obstruct lighting or doors/windows (see Exhibit "C"- Conditions of Approval). Further review by the Police and Fire Departments will occur during the site plan and building permit review.

Drainage: Conceptual drainage plans were submitted for the City's review. The Engineering Division found the plans adequate and recommends deferring the review of specific drainage solutions to the site plan and permit review.

Access: The project will have a single point of ingress/egress directly from North Seacrest Boulevard. Sidewalks are proposed along North Seacrest Boulevard, with a publicly accessible walking path connecting to the sidewalks, providing pedestrian access to the site.

Parking: The applicant submitted a parking study proposing a parking ratio of 0.88 per bedroom and a total of 154 parking spaces. Since the proposed unit mix includes one-bedroom, two-bedroom and three-bedroom apartments, the required applicable parking ratios are 0.88 space for the one-bedroom apartments and two (2) spaces for the two-bedroom and three-bedroom apartments. The Master Plan depicts the required parking spaces consisting of 55 tandem spaces (a total of 110 parking spaces) allocated for XX units with two-bedroom and three-bedroom and 34 spaces for XX units with one-bedroom. The tandem parking spaces is allowed to count towards minimum

parking requirements if they are assigned to the same unit (see Exhibit "C" – Conditions of Approval).

Landscaping: A 20-foot landscape buffer including 6 feet in height concrete wall is proposed along the north and west perimeters and a port of the east perimeters of the site to adequately screen the parking lot and vehicular use areas from adjacent single-family residences. Landscape plans including the buffer details and specifications will be required for the site plan review.

Building and Site: The proposed site area totals 2.97-acres. Two three-story multi-family residential buildings are proposed, one with 48 apartments and the other with 41, for a total of 89 dwelling units. The two buildings are placed parallel to the south perimeter abutting the canal. The building closest to the east perimeter will have frontage along North Seacrest Boulevard with the direct pedestrian access from the sidewalk. The parking lot for the project is located directly north of the two buildings. A T-turnaround area is located at the end of the drive aisle of parking lot for the service vehicles, and the dumpster is placed near the T-turnaround.

Setbacks: As a planned district, the PCD zoning district requires design standards that exceed basic development regulations and allows flexibility in building and site design. The Master Plan has been designed to be consistent with the minimum setbacks defined in the Mixed-Use 2 (MU-2) zoning district and build-to-line requirements. Further reviews of the project design will be conducted during the Site Plan review.

Open Space: Based on the Master Plan, the public open space is proposed through a publicly accessible walking trail along the canal on the southern edge of the site. This publicly accessible walking trail connects to the sidewalk on North Seacrest Boulevard and will include benches. A Public Access Easement will be required to ensure that the walking trail and amenities remain open to the public (see Exhibit "C" – Conditions of Approval).

Additionally, the Master Plan features residential amenities between the two multifamily buildings, which may include a dog park and playground. Final designs for public open spaces and amenities will be determined during the Site Plan review.

Building Design: Master Plan applications do not require detailed building design; the specific design will be finalized during the Site Plan application process. Both buildings are planned to be three (3) stories high, each approximately 280-300 feet in length. Walkways are illustrated on the Maser Plan connecting from North Seacrest Boulevard and the parking lot to the buildings.

Sustainability: Although sustainability features are not required for the Master Plan review, the applicant has committed to meeting the sustainability standards outlined in Part III, Chapter 4, Article XIII and will incorporate additional sustainable features for the project. These will be reviewed during the Site Plan review.

Lighting: Lighting plans are not required during the Master Plan review, but all lighting

elements will be reviewed comprehensively during the Site Plan review.

Public Art: The Master Plan indicates that 100% of the units will be dedicated to affordable housing (see Exhibit "C" – Conditions of Approval). Therefore, the development is exempt from the City's Art in Public Places Program requirements.

RECOMMENDATION

Staff has reviewed the proposed Master Plan (NMP 2024.06.52374) against the applicable review criteria. Should the City Commission agree to approve the Master Plan, the Planning and Zoning Division recommends APPROVAL. Furthermore, approval of the Master Plan is contingent upon the approval of the associated Future Land Use Map Amendment (FLUM 2024.06.52374), Rezoning (REZN 2024.06.52374) and Variance (ZNCV 2024.06.52374) requests.

Seacrest Sound
1390 North Seacrest Boulevard
Statement of Use and Justification for Future Land Use Map Amendment, Rezoning to Planned Commercial Development District, and Master Plan

SEACREST APTS PROPERTY OWNER LLC ("Petitioner") is the owner of the +/- 2.97 acre property located at 1390 North Seacrest Boulevard ("Property"). The Property is comprised of the portion of two (2) parcels referenced by parcel control numbers 08-43-45-21-00-000-1010 and 08-43-45-21-19-000-0010 that is generally located on the west side of North Seacrest Boulevard and on the north side of the Boynton Canal within the City of Boynton Beach ("City). The Property is designated LDR, Low Density Residential – 7.5 Dwelling Units per Acre, on the City's Future Land Use Map and is located within the R-1-A, Single-family Residential, zoning district. The Property is vacant and serving no beneficial use to the City or the surrounding community.

The population in the City is steadily growing, particularly post-pandemic with many moving to the City from out of state, and housing costs rising astronomically due to high demand and low supply. While the City has worked hard to increase affordable housing inventory, the existing housing stock within the City does not provide sufficient affordable housing opportunities for the projected population to live within the City. At this time, Petitioner proposes to develop the Property as a residential development comprised of eighty-nine (89) dwelling units (+/- 30 dwelling units per acre), one hundred percent (100%) of which will be provided as affordable housing units for households earning up to 120% of the AMI in accordance with the Live Local Act ("Project"). The Property is in a unique location between an established single family community to the north and east and a mix of water management (canal) and institutional uses to the east and south, and as such is appropriately placed to provide either a neighborhood serving commercial establishment or a transitional residential use with higher density. The City's standard residential future land use designations do not provide sufficient density to create a feasible affordable housing development and the mixed-use future land use designations are inappropriate for the proposed use of the Property.

In 2023, the State of Florida approved the Live Local Act, which became effective on July 1, 2023. Among other things, the Live Local Act preempts local governments' requirements regarding zoning, density, and height to allow for development of affordable multifamily rental housing in commercial, industrial, and mixed-use zoned areas under certain circumstances. In 2024, the State passed CS/CS/SB 328 to amend the 2023 Live Local Act's land use and zoning provisions for affordable multifamily rental developments to:

- Preempt a local government's floor area ratio for qualifying developments.
- Specify that a local government must reduce parking requirements for qualifying developments by at least 20 percent if the development is located within one-half mile of certain transportation facilities and has available parking within 600 feet.

- Modify the building height entitlement to address situations where a qualifying development is adjacent to single family residential.
- Prohibit qualifying developments within ¼ mile of a military installation from being approved administratively.
- Exempt certain airport-impacted areas from the zoning and land use entitlements.
- Make clarifying changes pertaining to the density, height, and floor area ratio entitlements for qualifying developments.
- Require qualifying developments be treated as a conforming use.
- Require local governments to publish procedures and expectations for the administrative approval of qualifying developments.
- Clarify that only the affordable units in a qualifying development must be rental units.
- Impose special qualifiers for developments within a transit-oriented development or area.

As there is not a more appropriate residential future land use and zoning district, Petitioner proposes to amend the future land use designation and zoning district to commercial designations and utilize the preemption of the City's requirements regarding zoning, density, and height to allow for development of affordable multifamily rental housing in commercial through the Live Local Act. In order to ensure transparency in the process, Petitioner also proposes to utilize the Planned Commercial Development District and provide a Master Plan illustrating the proposed residential development. Pursuant to discussions with City staff, the Master Plan and Site Plan will be reviewed in accordance with the MU-2 property development regulations and design standards. In order to develop the Project, Petitioner respectfully requests approval of the following applications:

Future Land Use Map ("FLUM") Amendment from the LDR, Low Density Residential 7.5 Dwelling Units per Acre, FLUM designation to the LRC, Local Retail Commercial, FLUM designation;

Rezoning from the R-1-A, Single-family Residential, zoning district to the PCD, Planned Commercial Development, zoning district; and

Master Plan Approval for an eighty-nine (89) dwelling unit Multifamily Residential development with one hundred percent (100%) of the housing units (36 units) provided as affordable housing in accordance with the Live Local Act, and development standards in accordance with the MU-2 zoning district.

In addition to the foregoing, Petitioner is also requesting approval of the following application, which is detailed in a separate Justification Statement.

Variance to allow a minimum lot area of 2.97 acre in lieu of the 3-acre minimum lot area required for the proposed PCD zoning district.

FLUM AMENDMENT, REZONING, AND MASTER PLAN CRITERIA

In accordance with the Section III.2.II.2.D of the City's Code, Petitioner will demonstrate below that the FLUM Amendment, Rezoning, and Master Plan: a) are needed; b) are consistent with, and promote, the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations; c) are compatible with the surrounding uses in terms of density, scale, and the nature of use; d) will promote orderly growth and discourage piecemeal development; e) will support complementary land uses, the integration of a mix of land uses consistent with smart growth and sustainability initiatives, access to alternative modes of transportation, and interconnectivity within the project and between adjacent properties; f) does not exceed the availability of Public Services/Infrastructure; g) will have a positive economic impact; h) will not reduce the amount of land available for commercial development; and i) shall comply with the requirements of the PCD and MU-2 zoning district and the site development standards.

a. *Demonstration of Need*. Approval of the FLUM Amendment, Rezoning, and Master Plan Applications is necessary to allow for development of the Project, which is needed to provide much needed modern housing units at an affordable price within the City. As noted above, the population in the City is steadily growing, particularly post-pandemic with many moving to the City from out of state, and housing costs rising astronomically due to high demand and low supply. The existing housing stock within the City does not provide sufficient affordable housing opportunities for the projected population to live within the City. The Project will provide 89 new dwelling units with a minimum of 36 units provided as affordable housing units thus meeting an urgent need within the City and the County. The Project is needed in order to promote the City's visions as a diversified and sustainable City. More specifically, the Project furthers the City's vision in meeting Future Land Use Element Objective 1.12, which requires that the City continue to encourage the provision of workforce housing to maintain a diversified and sustainable City having character and sense of community where people can live and work in the same area.

b. *Consistency*. The proposed FLUM Amendment, Rezoning, and Master Plan are consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. As noted above, the Project furthers the City's vision in meeting Future Land Use Element Objective 1.12, which requires that the City continue to encourage the provision of workforce housing to maintain a diversified and sustainable City having character and sense of community where people can live and work in the same area.

   In addition, the Project is consistent with the City's LDRs regarding the Planned Commercial Development District in Chapter 3, Article III, Section 3.F, as follows:

   1. General

      a. Purpose and Intent – The Project is consistent with the purpose of the PCD zoning district to implement the LRC FLUM classification of the Comprehensive Plan. The proposed FLUM Amendment and Rezoning will provide a place for commercial developments that will better satisfy current demands for commercially zoned lands or affordable housing under the Live Local Act, and encourage development that reflects changes in the concepts and the technology of land development. The inclusion of a Master Plan with the FLUM Amendment and Rezoning requests

ensures that the Project relates to the Project and conserves natural amenities by creating a public open space along the canal.

b. Prerequisite Location Standards. The Property is located in close proximity to existing infrastructure, public transportation routes and modes, and community areas. More specifically, there are existing facilities for roads, transit, water, sewer, and drainage immediately adjacent to the Property. Further, the Property is located nearby to existing institutional community uses, including a public school and places of worship. In addition, the Rezoning to PCD complies with the standards applicable to the rezoning of land generally:

(1) The Property is located along the major Seacrest Boulevard roadway and Palm Tran Route 70, which connects directly to two (2) Tri Rail stations. As such, the Property is ideally located to provide direct access without creating or generating an unacceptable level of traffic along streets in residential areas or districts outside it.

(2) Any extensions of publicly owned and maintained utilities and storm sewers, etc. will be constructed by the applicant at no expense to the city and said utilities, etc. will be deeded to the City clear of any encumbrances. Construction standards employed in the installation of publicly maintained utilities and storm sewers will be compliant with those promulgated by the Engineering and Utility Departments as amended periodically. Concerning streets, no roadway improvements of dedication of additional rights-of-way are required.

(3) The Property is suitable for development of the Project without hazards to persons or property, on or off the tract, from probability of flooding, erosion, or other dangers, annoyances, or inconveniences. Conditions of the soil, groundwater level, drainage, and topography are appropriate to both the proposed residential use and pattern of use intended.

In consideration of the foregoing, the proposed PCD zoning is consistent with the purpose and intent of the PCD zoning district, and is compliant with the prerequisite locational standards.

c. *Compatibility*. The proposed LRC FLUM designation, PCD zoning, and multifamily residential development provided on the Master Plan are compatible with the surrounding uses in terms of density, scale, and the nature of use. The Property is uniquely situated along the north side of the Boynton Canal at the border of an established residential community and across the street from an existing place of worship. The proposed multifamily use with a maximum of 89 dwelling units and a maximum height of forty-one feet (41') is compatible with the existing single-family neighborhood and creates an appropriate transition. The Master Plan is designed to provide a wall and landscape buffer along the north and west property lines and create separation between the multifamily buildings and the existing homes by placing the parking immediately south of the wall/landscape buffer and the buildings along the south side of the Property.

d. *Orderly Growth*. The proposed amendments to the FLUM and Zoning maps will not encourage piecemeal development or create undevelopable parcels. As it stands, the existing parcel is undevelopable with the highest and best use under the current FLUM and zoning designations.

The proposed amendments will create the regulatory framework to allow a beneficial and well-planned affordable housing development on the Property. The Project will serve significant benefit to the community by providing modern housing opportunities at an attainable price. Further, the Master Plan is designed to provide public open space along the south side of the Property with a wide multi-use pathway that is open to the public.

e. *Location Efficiency*. The FLUM Amendment, Rezoning, and Master Plan will support complementary land uses with multifamily residential providing a transitional use from the existing residential community to the institutional to the east and water management to the south. Further, the Project is designed to provide a public walkway along the canal to the south, thus supporting the integration of a mix of land uses consistent with sustainability initiatives. The Property is located adjacent to a Palm Tran stop that connects directly to the Delray Tri-Rail, thus improving access to a wide range of mobility options. In consideration of these factors, the Project is located efficiently to promote sustainable development and mobility.

f. *Availability of Public Services/Infrastructure*. The proposed FLUM Amendment has been reviewed for long-term capacity availability at the maximum intensity permitted under the requested LRC future land use classification, as detailed below:

Existing Maximum Development Permitted - Low Density Residential FLUM			
Land Use	**Gross Acreage**	**Maximum Density Permitted**	**Maximum Development Potential**
Low Density Residential	2.97	7.5 Dwelling Units per Acre	22 DU

Proposed Maximum Development Permitted – LRC FLUM or Live Local Act			
Land Use	**Gross Acreage**	**Maximum Density Permitted**	**Maximum Development Potential**
Local Retail Commercial	2.97	0.5	64,627 SF
Live Local Act Density		80 Dwelling Units per Acre	237 DU

(1) Roadways – The FLUM Amendment, Rezoning, and Master Plan meet the City's roadway concurrency standards. Please refer to the FLUM Amendment Traffic Study and Rezoning Traffic Study included with this application, which detail compliance with the City's Roadway concurrency standards.

(2) Potable Water – The FLUM Amendment, Rezoning, and Master Plan meet the City's potable water concurrency standards. Boynton Beach Utilities will be the water service provider for the referenced project. The City has a 10" waterline line running along North Seacrest Blvd as shown on the record drawings. The Project will connect to that line and bring water, fire and domestic service to the Property. The existing 10" watermain has sufficient capacity for fire and domestic service. The Project connection will consist of a new 8" watermain with a new fire hydrant connected directly to the 10" watermain.

The new (on-site) fire and domestic water lines will have independent connections to the 10" watermain on N. Seacrest Blvd. Fire hydrants will be spaced no greater than 500 feet apart and the remotest part of any structure shall not be more than 300 feet from the hydrant and shall be connected to mains no less than six inches in diameter. Fire flow shall be provided at flows not less than 1200 gallons per minute in addition to a maximum day requirement at pressures of not less than 30 pounds per square inch.

Domestic flow is calculated at 100 -200 gpd/ unit or ERC. As such, the project engineer estimates the water domestic use at 90 units x 200 gpd = 18,000 gallons per day. The utility may apply a peak-hour factor of 4.0.

The water utilities will be designed and installed in accordance with the FDEP requirements and subject to applicable permits or approvals obtained from Boynton Beach Utilities and the appropriate permits secured from the Palm Beach County Health Department.

Please refer to the letter from Boynton Beach Utilities included with this application, which confirms the availability of potable water service and capacity for the Project.

(3) Sanitary Sewer – The FLUM Amendment, Rezoning, and Master Plan meet the City's sanitary sewer concurrency standards. Boynton Beach Utilities will be the sewer service provider for the Project, and sanitary sewer mains are available adjacent to the Property. However, depending on the site grading, a private lift station and force main may be needed to discharge into the City closest sanitary manhole. In case of a shallow sanitary manhole, Petitioner will be responsible to lower that manhole to accommodate the addition flow, while maintaining the downward slope that causes the wastewater to flow freely down the pipes due to gravity.

"City of Boynton Beach Utilities" will be the Water Treatment Plants for the project. The total permitted maximum day operating capacity of the plants is 34.44 MGD, and the total maximum daily flow at the plants as recorded on monthly operating reports during the past 12 Months is 16.5 MGD. In addition, "South Central Regional Wastewater Treatment & Disposal Board" is the Wastewater Treatment Plant that will serve the project. Its maximum monthly average daily flow over the last 12-month period is 19.11 MGD, and the maximum three-month average daily flow over the last 12-month period is 17.97 MGD

Sewage collection system shall be designed and installed in accordance with the FDEP requirements and subject to applicable permits or approvals obtained from Boynton Beach Utilities and the appropriate permits secured from the Palm Beach County health Department.

Based on the record drawings, the Project will be designed to connect to the existing sewer line on the NW corner of the property line. The sewer line is located in an easement and the connection will be via a new force main from the new private pump station.

Please refer to the letter from Boynton Beach Utilities included with this application, which confirms the availability of sanitary sewer service and capacity for the Project.

(4) Solid Waste – There is sufficient solid waste capacity to serve the Project. The Solid Waste Authority of Palm Beach County ("Authority") is the solid waste service provider for the City and the Property. Please refer to the letter from the Solid Water Authority, which provides certification that the Authority has disposal capacity available to accommodate the solid waste generation for the municipalities and unincorporated Palm Beach County for the coming year of 2024, the five- year, and ten-year planning periods.

As of September 30, 2023, the Authority's Landfill, located at the Palm Beach Renewable Energy Park, has an estimated 25,464,905 cubic yards of landfill capacity remaining. Based upon the existing County population, the most recently available population growth rates published by the University of Florida Bureau of Economic and Business and Research (BEBR), medium projection, projected rates of solid waste generation, waste reduction, and recycling, the Authority forecasts that capacity will be available at the existing landfill through approximately the year 2054.

(5) Stormwater Drainage – The Project will be designed to meet the City's stormwater management requirements. The stormwater system will consist of exfiltration trenches, dry retention areas, swales and catch basins. We intend to capture, treat and convey all stormwater on-site without affecting adjacent properties or the roadway drainage system on North Seacrest Blvd.

Parking area drainage grade elevation shall not be lower than the maximum water surface elevation produced by the three-year, 24-hour rainfall event in any retention, detention, or conveyance facility receiving stormwater runoff. However, where detention or retention is provided by subsurface exfiltration systems the finished grade shall be no lower than the maximum storage elevation produced by the five-year, 24-hour event.

Storm sewer system capacity design shall, at a minimum, provide for conveyance of peak inflow from the applicable catchment, based on the three-year rainfall event, such that the hydraulic gradient elevation does not exceed the grate or cover elevation at any inlet or manhole under tailwater conditions

Secondary system, including all facilities and appurtenant structures for detention, retention, discharge, and conveyance to legal positive outfall, shall be designed and constructed to provide the degree of treatment and control of all stormwater runoff discharged from a development site necessary to meet the requirements of the agency having jurisdiction over receiving waters at each point of legal positive outfall. Secondary facilities for development subject to permitting by individual or general permit from SFWMD

(6) Schools – This is not applicable considering that the proposed FLUM Amendment and Rezoning are for commercial designation. A School Capacity Availability Determination will be provided prior to Site Plan Approval for any residential use allowed under the Live Local Act.

(7) Recreation and Open Space – The City has adopted a level of service of 2.5 acres of recreation and open space per 1,000 residents, which requires 0.54 acres of recreation and open space for the proposed 89 dwelling units (based on 2.44 persons per household per the U.S. Census). Approximately 1.35 acres of recreation and open space area is provided on the

proposed Master Plan. The proposed recreation will include amenities such as walking trails, dog park, playground, and/or tot lot. As such, the Project is designed to exceed the City's minimum standard for recreation and open space.

g. *Economic Development Impact*. Approval of the proposed FLUM Amendment, Rezoning, and Master Plan will not represent a decrease in the possible intensity of development or represent a potential decrease in the number of uses with high probable economic development benefits. The Project will provide a reasonable increase in density to create a much-needed modern affordable housing opportunity within the City, thus creating an economic development benefit to the current and future residents of the City and responding to the urgent and ongoing housing crisis in the region and nation at large.

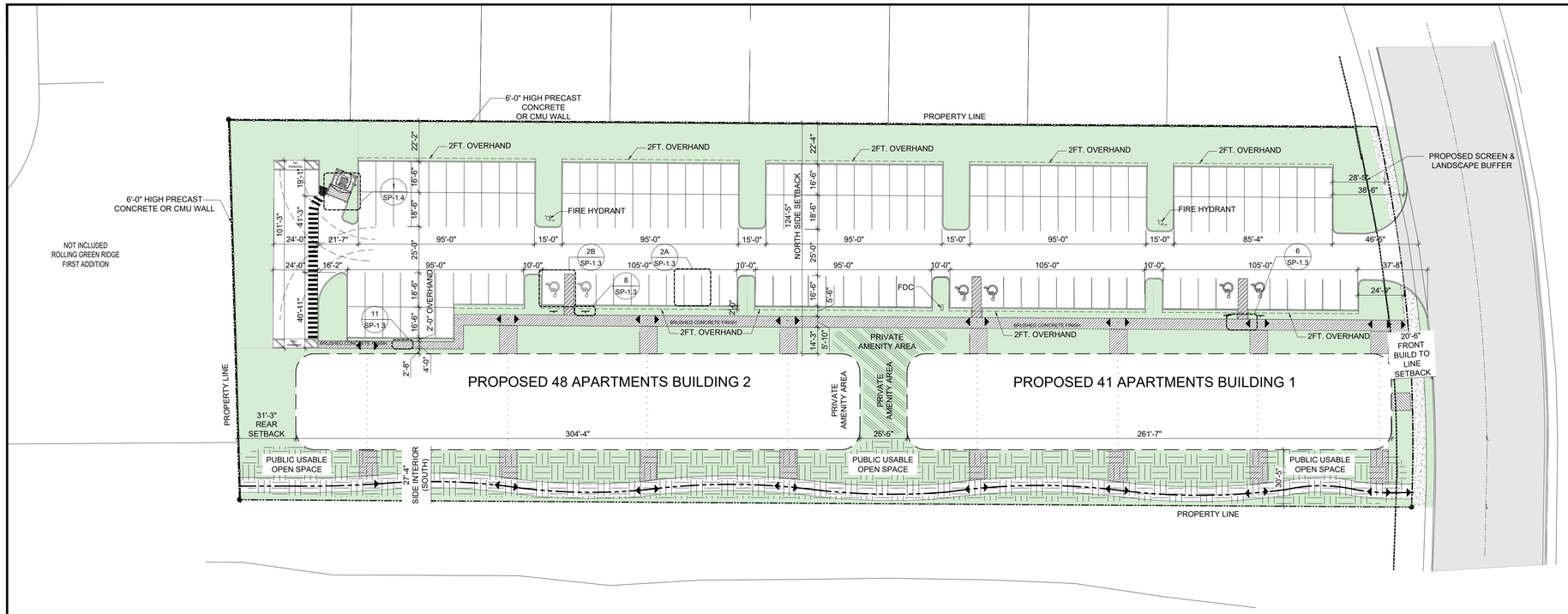
h. *Heavy Commercial and Industrial Land Supply*. Approval of the proposed FLUM Amendment, Rezoning, and Master Plan will not reduce the amount of land available for heavy commercial/industrial development.

i. *Master Plan and Site Plan Compliance with Land Development Regulations*. The Project complies with the site development standards of the City's Code and will provide specific details through the required Site Plan Application approval process subsequent to the approval of the proposed Rezoning and Master Plan.

Ex. A: Location Map

Seacrest Sound Apartments (FLUM, REZN, NMP, ZCVL-2024.06.52374





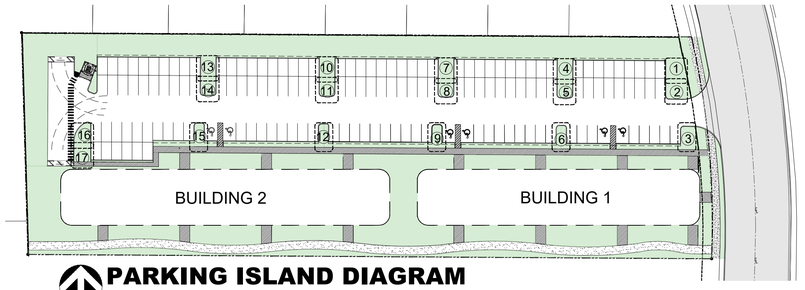
MASTER PLAN

SCALE: 1/32" = 1'-0"

0 10' 30' 50' 100'

NOTE:

- PRIVATE USABLE SPACE TO INCLUDE PRIVATE AMENITIES SUCH AS DOG PARK AND PLAYGROUND. FINAL PROGRAMMING TO BE DETERMINED AT TIME OF SITE PLAN APPROVAL OR BUILDING PERMIT AS APPLICABLE.
- PUBLIC USABLE SPACE TO INCLUDE PUBLIC AMENITIES SUCH AS CANAL SIDE FITNESS TRAIL AND BENCHES. FINAL PROGRAMMING TO BE DETERMINED AT TIME OF SITE PLAN APPROVAL OR BUILDING PERMIT AS APPLICABLE.



PARKING ISLAND DIAGRAM

SCALE: 1/64" = 1'-0"

ZONING DATA

PROJECT NAME	SEACREST SOUND APARTMENTS
SITE ADDRESS:	1390 N SEACREST BLVD
PROPERTY OWNER:	SEACREST APTS PROPERTY OWNER, LLC
LOT AREA:	129,373 SF (2.97 ACRES)
CURRENT ZONING:	R1 A
PROPOSED ZONING :	PCD, PLANNED COMMERCIAL DEVELOPMENT DISTRICT
EXISTING LAND USE	LOW DENSITY RESIDENTIAL
FUTURE LAND USE	LOCAL RETAIL COMMERCIAL (LRC)
GROSS LOT AREA:	129,255 SF (2.97 ACRES)
RESIDENTIAL BUILDING AREA.	24, 949 X 3 FLOORS = 74,847 S.F.
PROVIDED AFFORDABLE HOUSING UNITS	100% - 89 UNITS
MAX. INCOME RANGE FOR AFFORDABLE UNITS	120% OF AMI
BUILDING GROSS AREA	24, 949 S.F.

INTENSITY AND DENSITY	PCD	LIVE LOCAL ACT.	MU-2	REQ'D./ PERMITTED THRU LIVE LOCAL ACT (SS 125.01055 AND 166.04151, F.S 80 UNITS PER ACRE)	PROPOSED
PROPOSED MAXIMUM DENSITY:	N/A	80 D.U UNITS/ACRE	40 D.U UNITS/ACRE	80 UNITS PER ACRE	89 D.U.
MAX FAR	0.5	150 % OF HIGHEST FAR IN THE CITY (4.0) = 6.0	2.0	6	1.90-2.00
MAX. LOT COVERAGE:	40 %	N/A	N/A	40 %	24,949 S.F. 19.3 %
MIN. OPEN SPACE:	N/A	N/A	N/A	N/A	60,160 S.F. = 46.5 %
LANDSCAPE AREA:	N/A	N/A	N/A	N/A	49,504 S.F. = 38.3 %
PAVED AREA:	N/A	N/A	N/A	N/A	44,264 S.F. 34.2 %
MAXIMUM BUILDING HEIGHT:	45 FT	3 STORIES	45 FT	45 FT	41' FT 3 STORIES
FRONT BUILT TO LINE	40'-0"	N/A			20'-6"
SIDE INTERIOR (NORTH)	30'-0"		25'-0"	25'-0"	124'-5"
SIDE INTERIOR (SOUTH)	30'-0"		25'-0"	25'-0"	27'-4"
REAR	40'-0"		25'-0"+ (1) ADDITIONAL FOOT FOR EACH OF HEIGHT OVER 35'-0" (25'-0" + 6'-0")	25'-0"+ (1) ADDITIONAL FOOT FOR EACH OF HEIGHT OVER 35'-0" (25'-0" + 6'-0")	31'-3"
EXISTING MAXIMUM DENSITY:	7.5 UNITS PER ACRE				

DRY DETENTION	0.30 AC.
BUFFER	0.18 AC.
LANDSCAPE AREA	0.65 AC.

PARKING CALCULATION

RESIDENTIAL PARKING UNIT	TOTAL UNITS	AFFORDABLE UNITS	MARKET UNITS	AFFORDABLE PARKING RATIO	MARKET PARKING RATIO	AFFORDABLE SPACES	MARKET SPACES	TOTAL REQUIRED SPACES	TOTAL PROVIDED SPACES
1 BEDROOM & 1 BEDROOM + DEN	34	34	-	0.88	-	17.6	-	30	30
2 BEDROOM	37	37	-	2	-	32	-	74	74
3 BEDROOM	18	18	-	2	-	0	-	36	36
TOTAL	89	89	-	-	-	89	-	-	-
GUEST	89	-	-	0.15	-	14		14	14
TOTAL	89							154	154

TANDEM SPACES TO BE ASSIGNED TO TENANTS W/ 2 CARS ON A 1ST COME FIRST SERVE BASIS

BUILDINGS DATA:

BUILDINGS	AREA OF BUILDING	TYPE OF UNITS PER BUILDING: TYPE 1 (1 BEDROOM)	TYPE 1A (1 BEDROOM W/ DEN)	TYPE 2 (2 BEDROOM)	TYPE 3 (2 BEDROOM CORNER)	TYPE 4 (3 BEDROOM)	TOTAL UNITS
BUILDING 1							
GROUND FLOOR	11,772 S.F.	1	3	7	2	-	13
SECOND FLOOR	11,772 S.F.	2	4	6	2	-	14
THIRD FLOOR	11,772 S.F.	2	4	6	2	-	14
TOTAL BUILDING	35,316 S.F.	5	11	19	6	-	41
BUILDING 2							
GROUND FLOOR	13,177 S.F.	6	-	-	4	6	16
SECOND FLOOR	13,177 S.F.	6	-	-	4	6	16
THIRD FLOOR	13,177 S.F.	6	-	-	4	6	16
TOTAL BUILDING	39,531 S.F.	18	-	-	12	18	48

POLICE NOTE:

1-LANDSCAPE SHALL NOT CONFLICT WITH LIGHTING TO INCLUDE LONG TERM TREE CANOPY GROWTH
2- LANDSCAPE SHOULD NOT OBSTRUCT VIEWS FROM DOOR AND WINDOWS.
3-PHOTOCELL LIGHTING FOR NIGHT TIME SHOULD BE USED
4-SECURITY MEASURES AT THE CONSTRUCTION SITE SHOULD INCLUDE A FENCED STAGING AREA TO STORE EQUIPMENTS.
5- THE STAGING AREA MUST BE VISIBLE FROM AN ACCESSIBLE ROADWAY TO ALLOW EFFECTIVE POLICE PATROL , LIGHTING MUST BE PROVIDED TO ALLOW COMPLETE VISIBILITY TO THE AREA . QUALITY PADLOCK ARE RECOMMENDED FOR ALL STORAGE TRAILERS , EQUIPMENT TRAILERS , AND PARK WITHIN STAGING AREA..

FIRE NOTE:

1- FIRE HYDRANT TO BE PLACES AT THE BEGINNING OF THE DEVELOPMENT & AND EVERY 300 '-0" THERE AFTER (COBB SECTION 9-9.)
2- FIRE DEPARTMENT CONNECTION TO BE NO MORE THAM 100 FEET FROM NEAREST HYDRANT , (COBB SECT. 9-10)

FIRE HYDRANT FLOW TEST WILL BE REQUIRED TO DEMONSTRATE THE CITY CODE REQUIREMENT ,OF 1,500 GPM WITH 20 PSI RESIDUAL PRESSURE AS STATED AT 2010 LDR CHAPTER 4 , ARTICLE VIII, SECTION 3.B.2.D OR THE REQUIREMENT IMPOSED BY INSURANCE UNDERWRITERS , WHICHEVER IS GREATER (CODE OF ORDINANCES , SECTION 26-16-(B)

SITE KEY PLAN LEGEND:

- LANDSCAPE AREA
- EXTERIOR SIDEWALK
- PROPERTY LINE
- INDICATE PROPOSED BUILDING LOCATION
- PRIVATE SIDEWALKS & PATHS
- PUBLIC AMENITY AREA PATH
- PRIVATE SIDEWALK
- USABLE OPEN SPACE AREA
- PRIVATE AMENITY AREA
- PUBLIC USABLE OPEN SPACE

PARKING ISLANDS

	QUANTITY
TOTAL ISLANDS	17
LARGE ISLANDS	13
SMALL ISLANDS	4
TOTAL ISLANDS AREA	4,555 SF

Carlos A Pizarro

Digitally signed by Carlos A Pizarro
Date: 2024.11.14 15:24:26 -05'00'

DTI ARCHITECTS
Associates, Inc. AA26001933
ARCHITECTURE | PLANNING | INTERIOR DESIGN
14125 NW 80th Avenue Suite 303
Miami Lakes - Florida -33016
info@dtiarchitect.com
www.dtiarchitect.com

STATE OF FLORIDA — CARLOS PIZARRO — AR0013079 — REGISTERED ARCHITECT

Carlos Pizarro, R.A.
AR - 0013079

REVISIONS:

OWNER/ DEVELOPER:
SEACREST APTS PROPERTY OWNER, LLC
1390 N. Seacrest Boulevard
Boynton Beach, Florida 33435
United States

PROJECT:
SEACREST SOUND APARTMENTS
1390 N. Seacrest Blvd,
Boynton Beach, Fl

Job Number:	24019.01
File Name:	24019.01 (02) SP-1.0 SITE PLAN
Issued Date:	11.13.2024
Drawn by:	IBR
Checked by:	C.C./IBR

SHEET NAME
MASTER PLAN

SHEET NUMBER
MP-1.0

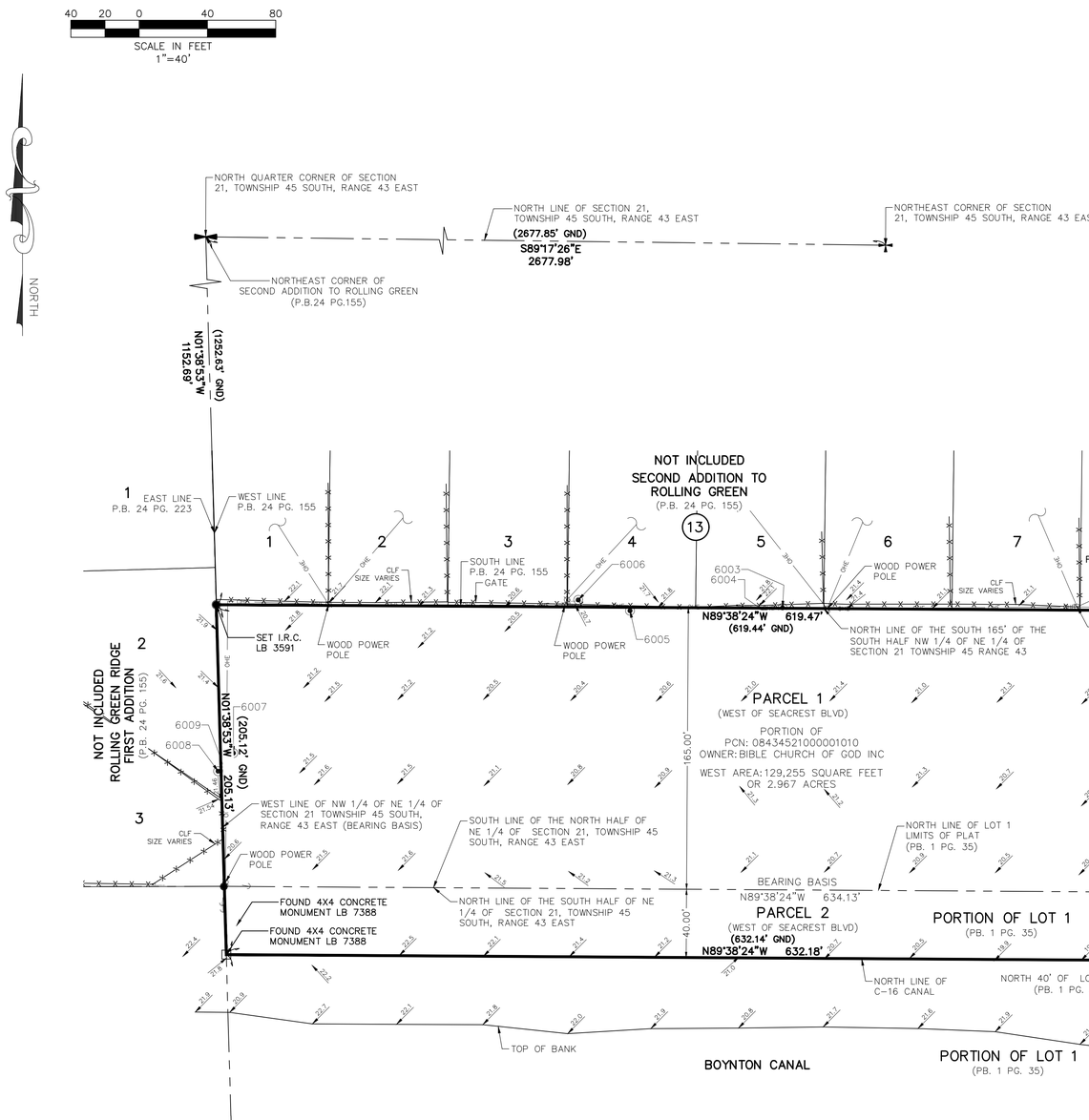
EXHIBIT "C"
Conditions of Approval

Project Name: New Master Plan for Seacrest Sound Apartments
File number: NMP 2024.06.52374
Reference: 5th review of plans identified as a New Master Plan submitted on November 15, 2024.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. Driveway/Access shall be designed in accordance with city standards and Palm Beach County standards, whichever is greater. The minimum distance from the street right-of-way line at any driveway to interior service drive or parking space shall be 50 feet, measured on a line perpendicular to the street right-of-way line, unless otherwise waived by the City, or County, as applicable.	X	
2. A recorded plat is required at the time of Land Development Permit (LDP) submittal.	X	
3. The provided traffic study does not adequately explain if a left turn lane will be needed or not. A thorough driveway analysis with a driveway volumes diagram shall be provided.	X	
4. A new TPS letter from Palm Beach County shall be provided as there are discrepancies between the current letter and the Future Land Use Plan Amendment Traffic Analysis. The new daily peak trips and new peak hour trips provided on these two documents are inconsistent.	X	
5. At the time of LDP, a complete drainage narrative with calculations, signed and sealed by a professional engineer, shall be provided for approval. This analysis is to demonstrate that the proposed exfiltration system is sufficient to handle the runoff from a 100 year 3-day storm without the need for additional on-site storage.	X	
6. The property owner is responsible to extend utilities to the subject site.	X	
FIRE		
Comments: None. All previous comments acknowledged at DART meeting.		

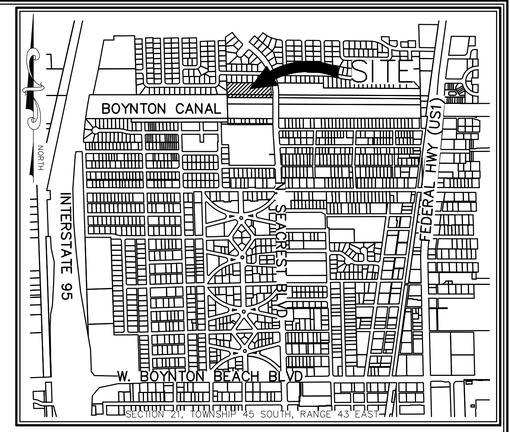
POLICE		
For permit review and approval, the applicant shall address the following conditions:		
7. Landscaping shall not conflict with lighting to include long-term tree canopy growth.	X	
8. Landscaping should not obstruct view from doors, windows or walkways.	X	
BUILDING		
Comments: None. All previous comments acknowledged at DART meeting.		
PARKS AND RECREATION		
Comments: None. All previous comments acknowledged at DART meeting.		
PUBLIC ART		
Comments: None. The project is exempt from the City's Public Art requirements as it consists of 100 percent affordable residential dwelling units.		
PLANNING AND ZONING		
For permit review and approval, the applicant shall address the following conditions:		
9. All 89 residential dwelling units shall be limited to households earning up to 120% Area Median Income (AMI), as indicated on the Master Plan.	X	
10. Approval of the New Master Plan (NMP - 2024.06.52374) is contingent upon the approval of the Future Land Use Map Amendment (FLUM - 2024.06.52374), Rezoning (REZN – 2024.06.52374), and Variance (ZNCV - 2024.06.52374).	X	
11. A public access easement shall be established for the proposed usable open space area as shown on the Master Plan, and shall be identified on a Plat to ensure unobstructed public access.	X	
12. The proposed tandem parking spaces shall be assigned to the same dwelling unit and limited to the proposed two (2)-bedroom and three (3)-bedroom units.	X	

13.	A copy of an approved School Capacity Availability Determination (SCAD) application is required at the time of site plan submission.	X	
14.	Prior to the issuance of any building permit or Land Development Permit, a restrictive covenant for the affordable residential units shall be approved by the Planning and Zoning Division, and executed and recorded in the public records.	X	
15.	The Master Plan shall be corrected to indicate Low Density Residential (LDR) and Recreational (R) as the existing Future Land Use.	X	
	COMMUNITY REDEVELOPMENT AGENCY		
	Comments: None.		
	CITY COMMISSION CONDITIONS		
	Comments: To be determined.		



BII EXCEPTIONS

6. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN O.R. BOOK 7675. PAGE 347, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[AFFECTS – NOT PLOTTED]**
7. EASEMENT FOR UTILITY PURPOSES CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 21, 1993, UNDER O.R. BOOK 7894, PAGE 1749, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[DOES NOT AFFECT ALL THAT PART LYING WEST OF SEACREST BLVD – SHOWN HEREON]**
8. APPURTENANT EASEMENT CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 21, 1993, UNDER O.R. BOOK 7894. PAGE 1752, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[DOES NOT AFFECT – SHOWN HEREON]**
9. UNDERGROUND EASEMENT (BUSINESS) TO FLORIDA POWER & LIGHT COMPANY RECORDED IN O.R. BOOK 34263. PAGE 857, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[DOES NOT AFFECT ALL THAT PART LYING WEST OF SEACREST BLVD – SHOWN HEREON]**
10. SUBJECT TO AUTOMATIC PHOSPHATE, METALS, MINERALS AND PETROLEUM RESERVATIONS BY VIRTUE OF SEC. 270.11(1), F.S., UNDER DEED RECORDED IN O.R. BOOK 5941, PAGE 1337 AND O.R. BOOK 7343, PAGE 10, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[AFFECTS – BLANKET IN NATURE]**
11. ALL MATTERS CONTAINED ON THE PLAT OF WILLIAM M. LANEHART SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 2) **[AFFECTS – SHOWN HEREON]**
12. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED MARCH 8, 1946, UNDER DEED BOOK 752. PAGE 378 AND CORRECTIVE DEED RECORDED IN DEED BOOK 939, PAGE 219, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINCRAL RESERVATION HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S. (AS TO PARCEL 2) **[AFFECTS – NOT PLOTTED]**



LOCATION MAP
(NOT TO SCALE)

NOTE

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (90/98 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
SCALE FACTOR = 1.000047961
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (90 ADJUSTMENT), FLORIDA EAST ZONE.

TREE TABLE	
NO.	DESCRIPTION
6001	CABAGE PALM S10" 6001 H11'
6002	CABAGE PALM S10" 6002 H11'
6003	CABAGE PALM S8" 6003 H14'
6004	CABAGE PALM S12" 6004 H13'
6005	CABAGE PALM S12" 6005 H12'
6006	CABAGE PALM S13" 6006 H15'
6007	CABAGE PALM S11" 6007 H12'
6008	GUMBO 10" 6008
6009	GUMBO 9" T6009

DESCRIPTION:

PARCEL 1:

THE SOUTH 100 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH 165 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST; LESS: 80 FOOT WIDE RIGHT–OF–WAY GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 40.00 FEET OF LOT 1, WILLIAM M. LANEHART SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 1. PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SUBJECT TO AN 80 FOOT RIGHT–OF–WAY FOR SEACREST BOULEVARD.

LESS AND EXCEPT:

ALL THAT PORTION LYING EAST OF A 80 FOOT WIDE RIGHT–OF–WAY FOR SEACREST ROAD, GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LAND CONTAINS 129,255 SQUARE FEET OR 2.976 ACRES, MORE OR LESS AND SITUATES PALM BEACH COUNTY, FLORIDA.

SYMBOLS:

- = HORIZONTAL CONTROL POINT
- = BENCHMARK
- = TRASH CONTAINER
- = UNIDENTIFIED HANDHOLE
- = UNIDENTIFIED BOX
- = NATURAL GAS MARKER
- = SIGN
- = BOLLARD
- = TRAFFIC HANDHOLE
- = CROSSWALK SIGNAL
- = MAST ARM / TRAFFIC LIGHT
- = SET/FOUND BOUNDARY POINT
- = FOUND CONCRETE MONUMENT
- = FIBER OPTIC BOX
- = FIBER OPTIC VAULT
- = TELEPHONE SERVICE MANHOLE
- = CABLE TV HANDHOLE
- = CABLE TV BOX
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- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = YARD DRAIN
- = AREA OF APPARENT PHYSICAL USE BY ADJOINING LANDS
- = CATCH BASIN
- = DRAINAGE PIPE END
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- = IRRIGATION RISER/PEDASTAL
- = IRRIGATION CONTROL VALVE
- = WATER METER
- = WELL
- = WATER VALVE
- = SECTION CORNER
- 13 = BLOCK

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
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ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
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FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
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P.B.C.R. – PALM BEACH COUNTY RECORD
P.B.C. – PALM BEACH COUNTY
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
PGS. – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
–OHE– – ELECTRICAL WIRES OVERHEAD
–STM– – STORM LINE
–SS– – SEWER LINE

SURVEYOR'S NOTES:

1. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
3. THE LEGAL DESCRIPTION SHOWN HEREON PER TITLE COMMITMENT REFERENCED IN NOTE #8.
4. SUBSURFACE AND/OR AERIAL ENCROACHMENTS, IF ANY, HAVE NOT BEEN LOCATED.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY, UNLESS SHOWN OR MADE NOTE OF HEREON.
6. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N89°38'24"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, (90 ADJUSTMENT).
7. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), IDENTIFIED AS COMMUNITY PANEL NUMBER 12099C0787F & 12099C0791F, EFFECTIVE DATE: OCT. 05, 2017.
8. PLOTTABLE TITLE MATTERS SHOWN HEREON PER AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. COMMITMENT NO. 1449147. ISSUING OFFICE FILE No: BIBLE CHURCH. COMMITMENT DATE: SEPTEMBER 22, 2023 AT 11:00 PM ARE PLOTTED HEREON.
9. EASEMENTS ABUTTING BOUNDARIES ON ADJACENT PROPERTIES NOT SHOWN.
10. ALL INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS SHOWN OTHERWISE.
11. SYMBOLS USED FOR FEATURES HEREON ARE NOT TO SCALE.
12. ELEVATIONS HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988. BENCHMARK DESCRIPTION: PALM BEACH COUNTY VERTICAL BENCHMARK "JERAY". ELEVATION = 17.073' (NAVD 88) CONVERSION TO NGVD 29 + 1.50'

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON OCTOBER 19, 2023. I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

BY	DATE	REVISIONS
		FILE NAME 10633sur

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING • LAND PLANNING
LANDSCAPE ARCHITECTURE • SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

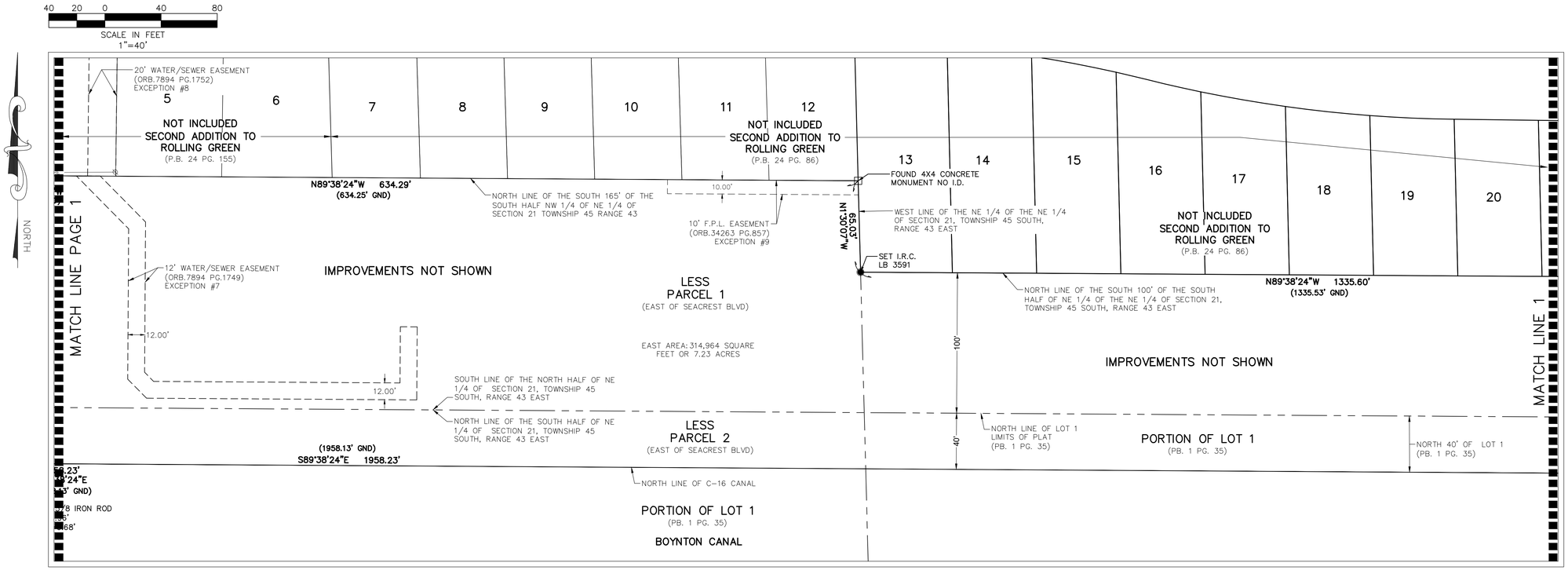
1390 N SEACREST BLVD
BOYNTON BEACH, FL 33435
BOUNDARY AND TOPOGRAPHIC SURVEY

DATE	10/19/23
DRAWN BY	SF
F.B./ PG.	ELECT
SCALE	AS SHOWN

Digitally signed by David Lindley
Date: 2023.10.25 13:04:23 -04'00'
Adobe Acrobat version: 2017.011.30142

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

JOB # 10633	
SHT.NO.	1
OF 1 SHEETS	



LEGEND

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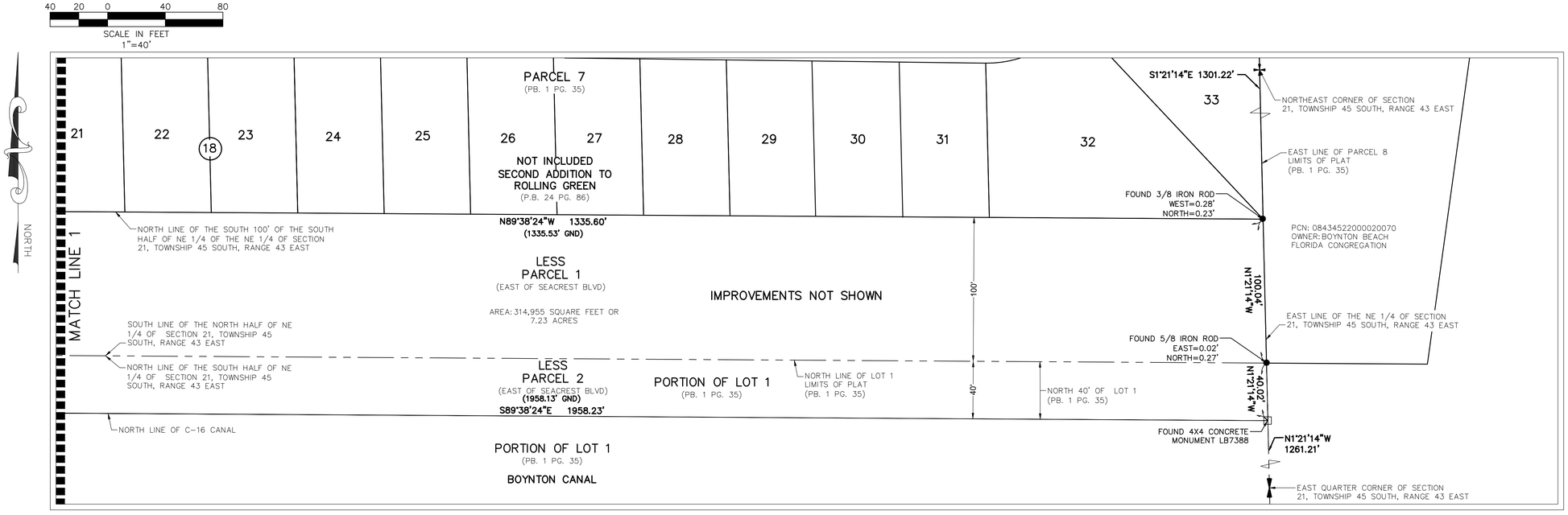

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- = IRRIGATION CONTROL VALVE
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- = WELL
- = WATER VALVE
- = SECTION CORNER (NW, NE, SW, SE)
- 13 = BLOCK

BY	DATE	REVISIONS	FILE NAME 10633sur

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1390 N SEACREST BLVD
BOYNTON BEACH, FL 33435
BOUNDARY AND TOPOGRAPHIC SURVEY

DATE	10/19/23
DRAWN BY	SF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB #	10633
SHT.NO.	2
	OF 2 SHEETS

DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Seacrest Sound Apartments (Master Plan - 2024.06.52374)

APPLICANT: Alfredo Borges, SEACREST APTS PROPERTY OWNER LLC

APPLICANT'S ADDRESS: 700 Biltmore Way, Ste C3, Miami, FL 33134

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: January 7, 2025

APPROVAL SOUGHT: Approval of a New Master Plan (NMP-2024.06.52374) for Seacrest Sound Apartments to construct 89 affordable residential units, amenities, and associated site improvements on a 2.97-acre site.

LOCATION OF PROPERTY: The 2.97-acre site generally located north of the C. Stanley Weaver Canal and on the west side of North Seacrest Boulevard

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."

4. The Applicant's request is hereby
   ___GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED:_____ _____
City Clerk

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.
12/17/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Approval of Development Order for Variance (ZNCV-2024.06.52374) for the Seacrest Sound Apartments project.

Requested Action: Approve Development Order for Variance (ZNCV-2024.06.52374) for Part III, Chapter 4, Article III, Section 3.F.3 – Building and Site Regulations (Table 3-20), to allow the 2.97-acre property to be rezoned to Planned Commercial Development (PCD), which requires a minimum lot area of 3 acres, a difference of 0.03 acre.

Explanation of Request:

The Seacrest Sound Apartments project proposes an affordable apartment complex on a vacant 2.97-acre parcel located just north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard.

The applicant is requesting approval of several concurrent applications for Seacrest Sound Apartments (see respective staff reports). The first two applications, a Land Use Map Amendment (FLUM-2024.06.52374) and Rezoning (REZN-2024.06.52374), seek to amend the land use designation from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC) and rezone the property from Single-Family Residential (R-1-A) to Planned Commercial Development (PCD). The third application (NMP-2024.06.52374) is for a New Master Plan (Exhibit “B” – Master Plan) consisting of 89 affordable residential units and associated site improvements.

Pursuant to Part III, Chapter 4, Article III, Section 3.F.3 - Building and Site Regulations (Table 3-20), the PCD district requires a minimum lot area of 3 acres. The subject property is deficient by approximately 0.03 acres; therefore, the applicant is seeking approval of a Variance request (ZNCV-2024.06.52374) to obtain relief from the minimum lot area requirements in order to rezone the property to PCD.

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

Fiscal Impact: N/A

Attachments:
Staff Report - Variance
Justification Statement - Lot Area Variance
Exhibit A-Location Map
Exhibit B-Master Plan
Exhibit C - Conditions of Approval_Variance
Exhibit D -Survey
Development Order - Variance

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 24-027

STAFF REPORT

TO:	Mayor Ty Penserga Members of the City Commission
THRU:	Amanda B. Radigan, AICP, LEED AP Planning and Zoning Director
FROM:	Luis Bencosme, Senior Planner
DATE:	November 7, 2024
PROJECT:	Seacrest Sound Apartments, (Variance, ZNCV-2024.06.52374)
Requests:	Approve the request for a Variance from Part III, Chapter 4, Article III, Section 3.F.3 – Building and Site Regulations (Table 3-20), to allow the 2.97-acre subject property to be rezoned to Planned Commercial Development (PCD) district, which requires a minimum lot area of 3 acres, a difference of 0.03 acre. Applicant: Alfredo Borges, Seacrest Apts Property Owner LLC

BACKGROUND

The Seacrest Sound Apartments project proposes an affordable apartment complex on a vacant 2.97-acre parcel located just north of the C. Stanley Weaver Canal on the west side of North Seacrest Boulevard.

The applicant is requesting approval of several concurrent applications for Seacrest Sound Apartments (see respective staff reports). The first two applications, a Land Use Map Amendment (FLUM-2024.06.52374) and Rezoning (REZN-2024.06.52374), seek to amend the land use designation from Low Density Residential (LDR) and Recreational (R) to Local Retail Commercial (LRC) and rezone the property from Single-Family Residential (R-1-A) to Planned Commercial Development (PCD). The third application (NMP-2024.06.52374) is for a New Master Plan (Exhibit “B” – Master Plan) consisting of 89 affordable residential units and associated site improvements.

Pursuant to Part III, Chapter 4, Article III, Section 3.F.3 - Building and Site Regulations (Table 3-20), the PCD district requires a minimum lot area of 3 acres. The subject property is deficient by approximately 0.03 acres; therefore, the applicant is seeking approval of a Variance request (ZNCV-2024.06.52374) to obtain relief from the minimum lot area requirements in order to rezone the subject property to PCD.

PROPOSAL

The applicant is requesting approval of a Variance due to the subject property's lot area being 2.97 acres, rather than 3-acres, which is required for the Planned Commercial Development (PCD) district. The 0.03-acre shortfall prevents the property from meeting the PCD district's lot area requirement. Approval of the Variance would enable the subject property to rezone to the PCD district, in conjunction with the Master Plan (NMP-2024.06.52374), which proposes the construction of 89 affordable apartment units that will be income restricted for households earning up to 120% of the area median income (AMI).

ANALYSIS

The City Commission has the authority and duty to authorize such variance from the terms of a city ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of the city ordinance would result in unnecessary and undue hardship. In order to authorize any variance from the terms of an ordinance, the applicant must demonstrate that the request meets the following criteria (a-f). The applicant's justification and response to these criteria is attached (see Exhibit A - Justification Statement).

a. *That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.*

   The subject parcel presents a unique set of circumstances that are not applicable to other properties in the same zoning district. Originally, the subject property was a part of the church located at 1390 N. Seacrest Boulevard, and was dissected by Seacrest Boulevard, resulting in the formation of two distinct parcels. The smaller parcel, situated west of N. Seacrest Boulevard and currently undeveloped, is now the subject property. The subject property abutting the canal to the south and Seacrest Boulevard to the east is shaped like a rectangular with the narrow front lot line, which makes hard to design single-family lots.

   The total area of the subject property is 2.97 acres, which falls just short of the 3-acre minimum lot area required by the Planned Commercial Development (PCD) district. As a result, the applicant is requesting approval of a Variance (ZNCV - 2024.06.52374) to allow for the subject property to be rezoned to PCD district. The approval of this Variance is critical, as it directly impacts the Future Land Use Map Amendment, Rezoning and Master Plan applications, which are necessary for the proposed development to proceed.

b. *That the special conditions and circumstances do not result from the actions of the applicant.*

   The special conditions and circumstances affecting the subject property have not resulted from any actions taken by the applicant. As outlined previously, the lot area of the property has remained unchanged since the original tract of land was bisected by N. Seacrest Boulevard, a division that occurred long before the applicant's involvement. This roadway split resulted in the creation of two distinct parcels, with the subject parcel remaining unimproved for years.

   The recent Lot Line Modification, approved through the City's process, simply formalized the separation of this smaller parcel from the larger church property, enabling its potential development. This action was a procedural step necessary to allow the parcel to be

developed in alignment with current zoning and land use regulations. The applicant is now seeking a Variance to address the deficiency in lot area.

c. *That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district.*

Based on the City's official Zoning Map, there are seven properties zoned PCD (Planned Commercial Development), all located west of I-95, an area historically considered suburban. In recent years, the City has not received any applications for rezoning to PCD, and there is no other vacant land with this zoning designation. The proposed rezoning would be the first in several years and the first PCD-zoned property east of I-95, in the Urban Area.

Since no other undeveloped properties in the vicinity are zoned PCD, and this rezoning effort is unique in its context, granting this Variance application does not create any special advantage or set an unfavorable precedent. The variance merely accommodates development of the subject parcel within reasonable parameters, while promoting the affordable housing.

d. *That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant.*

The proposed Future Land Use Map Amendment, Rezoning, and Master Plan are all contingent on approval of this Variance request. The subject parcel measures 2.97 acres, which is just 0.03 acres shy of the 3-acre minimum lot area required for the PCD (Planned Commercial Development) district.

Strict enforcement of this minimum lot area would disqualify the applicant from pursuing the proposed development, despite the fact that the requested relief is minimal. Denying the variance based on such a small lot area difference would not only halt the development but also prevent the construction of much-needed affordable housing. This outcome would create an undue burden on the applicant without any substantial benefit to the public, as the parcel's size is otherwise appropriate for the proposed use. Approving the variance would allow the applicant to move forward with a project. Additionally, approval of this Variance request would support the proposed development as it aligns with the City's Comprehensive Plan, which emphasizes housing diversity, redevelopment, and protection of the nearby residential areas from incompatible uses. Specifically, the following Comprehensive Plan objectives and policies:

> Objective 1.11 The City shall promote the development of a variety of rental and owner-occupied, single- and multi-family housing for a broad range of income groups, diverse cultures and for groups with special needs, and strive to protect residential environments by preventing or minimizing land use conflicts.
>
> Policy 1.11.1 The City shall continue efforts to encourage a variety of housing choices by allowing a full range of residential densities to accommodate a diversity of housing choices including, single family, multi-family, manufactured and mobile dwellings and group homes.

Policy 1.11.2 The City shall continue to maintain and improve the existing single-family and lower-density neighborhoods, by preventing conversions to higher densities, except when consistent with adjacent land uses, contributes to the implementation of adopted redevelopment plans, or furthers the City's affordable housing programs.

e. *That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.*

The requested variance represents the minimum relief necessary to allow for the reasonable use of the subject parcel. The parcel measures 2.97 acres, just 0.03 acres short of the 3-acre minimum lot size required for Planned Commercial Development (PCD) zoning. This small deficiency in lot size is the only factor preventing the applicant from proceeding with a proposed multi-family development, which aligns with the City's goals for housing diversity and redevelopment. Without this variance, the applicant would be unable to use the parcel as intended, despite the fact that the proposed project is appropriate for the area and compatible with the surrounding uses. Therefore, the approval of this variance would provide the minimum necessary adjustment to allow for reasonable use of the land while maintaining consistency with the overall intent of the subject ordinance.

f. *That the granting of the variance will be in harmony with the general intent and purpose of this chapter [ordinance] and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

Granting the requested variance will be in harmony with the general intent and purpose of the PCD (Planned Commercial Development) district. Furthermore, the Variance will not adversely impact the surrounding area or be detrimental to public welfare, but enable to improve a long-vacant parcel, contribute to the revitalization of the area and enhance the community's quality of life. This variance is a minor adjustment to the minimum lot area requirement, allowing for development of the project that aligns with the City's goals for housing diversity, redevelopment, and compatible land use.

The associated Master Plan (NMP-2024.06.52374) supports the objectives of the City's Comprehensive Plan by providing income restricted affordable housing. At the time of site plan, the design of the proposed development will be required to complement the existing character of the neighborhood and may not introduce any incompatible uses or negative impacts.

RECOMMENDATION

Staff has reviewed the proposed Variance request (ZNCV 2024.06.52374) in accordance with the applicable review criteria. Approval of this Variance request by the City Commission is contingent upon the approval of the associated Future Land Use Map Amendment (FLUM 2024.06.52374), Rezoning (REZN 2024.06.52374) and New Master Plan (NMP 2024.06.52374) applications, and the project must satisfy all conditions indicated in Exhibit C – Conditions of Approval. Any additional conditions required by the City commission shall be documented accordingly in the Conditions of Approval (Exhibit C).

Seacrest Sound
1390 North Seacrest Boulevard
Statement of Use and Justification for
Minimum Lot Area Variance

SEACREST APTS PROPERTY OWNER LLC ("Petitioner") is the owner of the +/- 2.97 acre property located at 1390 North Seacrest Boulevard ("Property"). The Property is comprised of the portion of two (2) parcels referenced by parcel control numbers 08-43-45-21-00-000-1010 and 08-43-45-21-19-000-0010 that is generally located on the west side of North Seacrest Boulevard and on the north side of the Boynton Canal within the City of Boynton Beach ("City). The Property is designated LDR, Low Density Residential – 7.5 Dwelling Units per Acre, on the City's Future Land Use Map and is located within the R-1-A, Single-family Residential, zoning district. The Property is vacant and serving no beneficial use to the City or the surrounding community.

The population in the City is steadily growing, particularly post-pandemic with many moving to the City from out of state, and housing costs rising astronomically due to high demand and low supply. While the City has worked hard to increase affordable housing inventory, the existing housing stock within the City does not provide sufficient affordable housing opportunities for the projected population to live within the City. At this time, Petitioner proposes to develop the Property as a residential development comprised of eighty-nine (89) dwelling units (+/- 30 dwelling units per acre), one hundred percent (100%) of which will be provided as affordable housing units for households earning up to 120% of the AMI in accordance with the Live Local Act ("Project"). The Property is in a unique location between an established single family community to the north and east and a mix of water management (canal) and institutional uses to the east and south, and as such is appropriately placed to provide either a neighborhood serving commercial establishment or a transitional residential use with higher density. The City's standard residential future land use designations do not provide sufficient density to create a feasible affordable housing development and the mixed-use future land use designations are inappropriate for the proposed use of the Property.

As there is not a more appropriate residential future land use and zoning district, Petitioner proposes to amend the future land use designation and zoning district to commercial designations and establish the intended affordable housing residential use through the Live Local Act. In order to ensure transparency in the process, Petitioner also proposes to utilize the Planned Commercial Development District and provide a Master Plan illustrating the proposed residential development. Pursuant to discussions with City staff, the Master Plan and Site Plan will be reviewed in accordance with the MU-2 property development regulations and design standards. In order to develop the Project, Petitioner has submitted applications requesting approval of the following development applications:

Future Land Use Map ("FLUM") Amendment from the LDR, Low Density Residential 7.5 Dwelling Units per Acre, FLUM designation to the LRC, Local Retail Commercial, FLUM designation;

Rezoning from the R-1-A, Single-family Residential, zoning district to the PCD, Planned Commercial Development, zoning district; and

Master Plan Approval for an eighty-nine (89) dwelling unit Multifamily Residential development with one hundred percent (100%) of the housing units provided as affordable housing in accordance with the Live Local Act, and development standards in accordance with the MU-2 zoning district.

The City's PCD zoning district establishes a minimum lot area of 3 acres, which the Property is just under. As such, Petitioner respectfully requests approval for the following variance:

Variance to allow a minimum lot area of 2.97 acre in lieu of the 3-acre minimum lot area required for the proposed PCD zoning district.

VARIANCE CRITERIA

Petitioner will demonstrate below that the requested Variance complies with the City's adopted variance criteria.

a. There are special conditions and circumstances that exist which are peculiar to the Property, and which are not applicable to other lands, structures or buildings in the same zoning district. As noted above, the Variance is to allow minimum lot area of 2.97 acres in lieu of the 3-acre minimum required for a PCD. The Project entails affordable residential development through the Live Local Act and the PCD zoning is proposed only to ensure full transparency in the approval process for the proposed residential use by requiring that a Master Plan be approved by the City Commission for the residential development in conjunction with the requested FLUM Amendment and Rezoning. As such, the minimum lot area that is typically required for a planned commercial development is not necessary.

b. The special conditions and circumstances do not result from the actions of Petitioner. The Variance is necessary to allow for the PCD zoning to be established on the Property in order to create the requirement for a Master Plan for the proposed residential development. This special circumstance is not due to the actions of Petitioner; rather, it is to ensure the most transparent development review process possible for the Project.

c. Granting the Variance requested will not confer on Petitioner any special privilege that is denied by this section to other lands, structures or buildings in the same zoning district. The City would provide the same consideration to any affordable residential development seeking Master Plan approval.

d. That literal interpretations of the provisions of the ordinance would deprive Petitioner of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on Petitioner. As noted above, this Variance is necessary to provide the proposed residential development through the City's PCD Master Plan process.

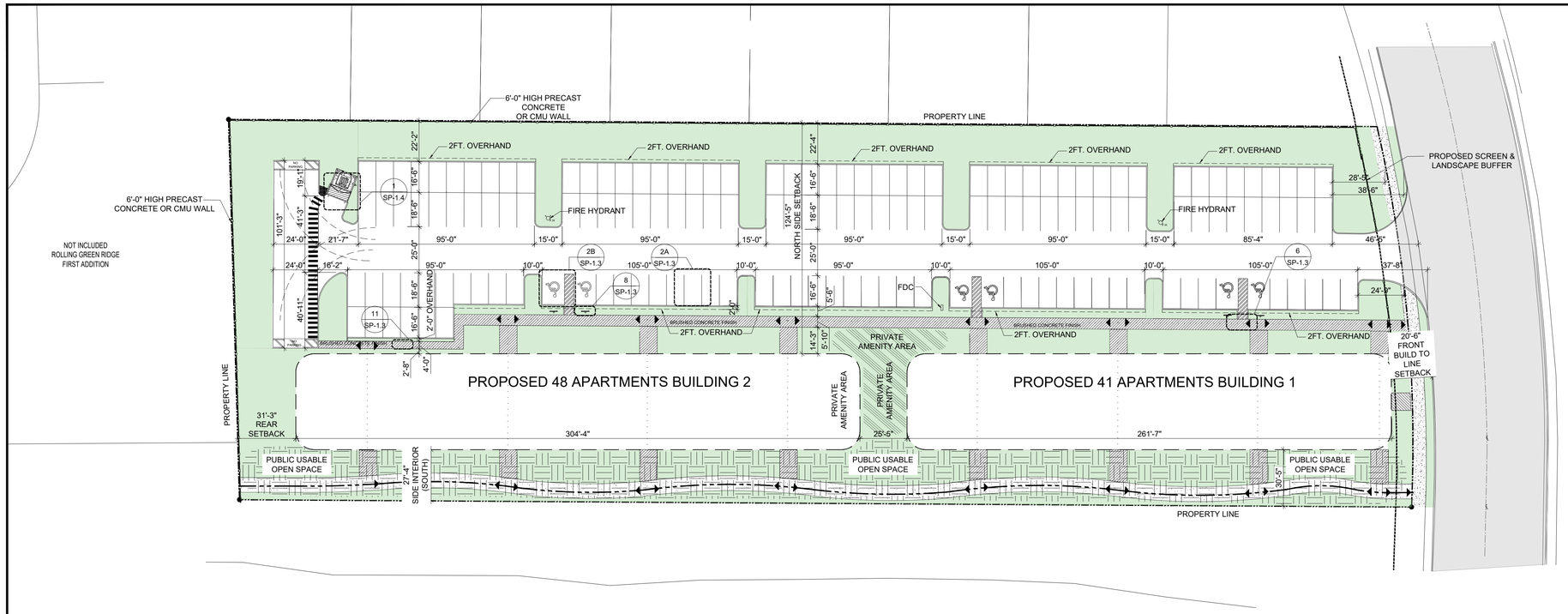
e. The Variance granted is the minimum variance that will make possible reasonable use of the Property. As noted above, the lot area reduction is 0.03 acres, which is the minimum variance possible to make possible the use of the Property as there is no abutting land that Petitioner can acquire to meet the 3-acre minimum.

f. Granting the Variance will be in harmony with the general intent and purpose of the City Code and will not be injurious to the area involved or be otherwise detrimental to the public welfare. As noted above, the Variance is necessary to provide a PCD Master Plan for the proposed residential development, which will serve a significant benefit to the City by creating a modern affordable housing opportunity to serve the current and future residents of the City, and helping to address the ongoing housing crisis. The PCD Master Plan also provides the City Commission the opportunity to review the general details for the proposed residential development through the public hearing approval process, which would not otherwise be required if the Property were rezoned to a standard commercial zoning district. As such, approval of the requested Variance will ensure transparency in the review and approval of the Project as a whole. In consideration of these details, granting the Variance will be in harmony with the general intent and purpose of the City Code and will not be injurious to the area involved or be otherwise detrimental to the public welfare.

Ex. A: Location Map

Seacrest Sound Apartments (FLUM, REZN, NMP, ZCVL-2024.06.52374





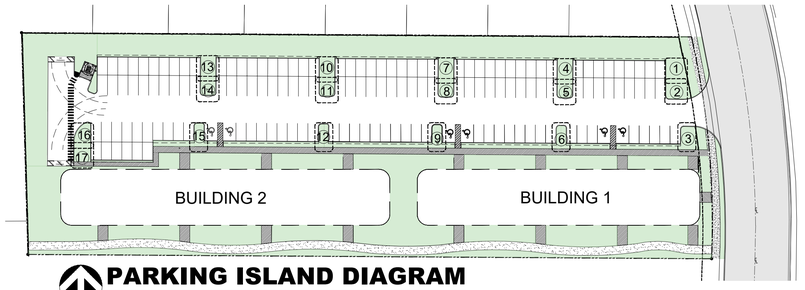
MASTER PLAN

SCALE: 1/32" = 1'-0"

0 10' 30' 50' 100'

NOTE:

- PRIVATE USABLE SPACE TO INCLUDE PRIVATE AMENITIES SUCH AS DOG PARK AND PLAYGROUND. FINAL PROGRAMMING TO BE DETERMINED AT TIME OF SITE PLAN APPROVAL OR BUILDING PERMIT AS APPLICABLE.
- PUBLIC USABLE SPACE TO INCLUDE PUBLIC AMENITIES SUCH AS CANAL SIDE FITNESS TRAIL AND BENCHES. FINAL PROGRAMMING TO BE DETERMINED AT TIME OF SITE PLAN APPROVAL OR BUILDING PERMIT AS APPLICABLE.



PARKING ISLAND DIAGRAM

SCALE: 1/64" = 1'-0"

ZONING DATA

PROJECT NAME	SEACREST SOUND APARTMENTS
SITE ADDRESS:	1390 N SEACREST BLVD
PROPERTY OWNER:	SEACREST APTS PROPERTY OWNER, LLC
LOT AREA:	129,373 SF (2.97 ACRES)
CURRENT ZONING:	R1 A
PROPOSED ZONING :	PCD, PLANNED COMMERCIAL DEVELOPMENT DISTRICT
EXISTING LAND USE	LOW DENSITY RESIDENTIAL
FUTURE LAND USE	LOCAL RETAIL COMMERCIAL (LRC)
GROSS LOT AREA:	129,255 SF (2.97 ACRES)
RESIDENTIAL BUILDING AREA.	24, 949 X 3 FLOORS = 74,847 S.F.
PROVIDED AFFORDABLE HOUSING UNITS	100% - 89 UNITS
MAX. INCOME RANGE FOR AFFORDABLE UNITS	120% OF AMI
BUILDING GROSS AREA	24, 949 S.F.

INTENSITY AND DENSITY	PCD	LIVE LOCAL ACT.	MU-2	REQ'D./ PERMITTED THRU LIVE LOCAL ACT (SS 125.01055 AND 166.04151, F.S 80 UNITS PER ACRE)	PROPOSED
PROPOSED MAXIMUM DENSITY:	N/A	80 D.U UNITS/ACRE	40 D.U UNITS/ACRE	80 UNITS PER ACRE	89 D.U.
MAX FAR	0.5	150 % OF HIGHEST FAR IN THE CITY (4.0) = 6.0	2.0	6	1.90-2.00
MAX. LOT COVERAGE:	40 %	N/A	N/A	40 %	24,949 S.F. 19.3 %
MIN. OPEN SPACE:	N/A	N/A	N/A	N/A	60,160 S.F. = 46.5 %
LANDSCAPE AREA:	N/A	N/A	N/A	N/A	49,504 S.F. = 38.3 %
PAVED AREA:	N/A	N/A	N/A	N/A	44,264 S.F. 34.2 %
MAXIMUM BUILDING HEIGHT:	45 FT	3 STORIES	45 FT	45 FT	41' FT 3 STORIES
FRONT BUILT TO LINE	40'-0"	N/A			20'-6"
SIDE INTERIOR (NORTH)	30'-0"		25'-0"	25'-0"	124'-5"
SIDE INTERIOR (SOUTH)	30'-0"		25'-0"	25'-0"	27'-4"
REAR	40'-0"		25'-0"+ (1) ADDITIONAL FOOT FOR EACH OF HEIGHT OVER 35'-0" (25'-0" + 6'-0")	25'-0"+ (1) ADDITIONAL FOOT FOR EACH OF HEIGHT OVER 35'-0" (25'-0" + 6'-0")	31'-3"
EXISTING MAXIMUM DENSITY:	7.5 UNITS PER ACRE				

DRY DETENTION	0.30 AC.
BUFFER	0.18 AC.
LANDSCAPE AREA	0.65 AC.

PARKING CALCULATION

RESIDENTIAL PARKING UNIT	TOTAL UNITS	AFFORDABLE UNITS	MARKET UNITS	AFFORDABLE PARKING RATIO	MARKET PARKING RATIO	AFFORDABLE SPACES	MARKET SPACES	TOTAL REQUIRED SPACES	TOTAL PROVIDED SPACES
1 BEDROOM & 1 BEDROOM + DEN	34	34	-	0.88	-	17.6	-	30	30
2 BEDROOM	37	37	-	2	-	32	-	74	74
3 BEDROOM	18	18	-	2	-	0	-	36	36
TOTAL	89	89	-	-	-	89	-	-	-
GUEST	89	-	-	0.15	-	14		14	14
TOTAL	89							154	154

TANDEM SPACES TO BE ASSIGNED TO TENANTS W/ 2 CARS ON A 1ST COME FIRST SERVE BASIS

BUILDINGS DATA:

BUILDINGS	AREA OF BUILDING	TYPE OF UNITS PER BUILDING: TYPE 1 (1 BEDROOM)	TYPE 1A (1 BEDROOM W/ DEN)	TYPE 2 (2 BEDROOM)	TYPE 3 (2 BEDROOM CORNER)	TYPE 4 (3 BEDROOM)	TOTAL UNITS
BUILDING 1							
GROUND FLOOR	11,772 S.F.	1	3	7	2	-	13
SECOND FLOOR	11,772 S.F.	2	4	6	2	-	14
THIRD FLOOR	11,772 S.F.	2	4	6	2	-	14
TOTAL BUILDING	35,316 S.F.	5	11	19	6	-	41
BUILDING 2							
GROUND FLOOR	13,177 S.F.	6	-	-	4	6	16
SECOND FLOOR	13,177 S.F.	6	-	-	4	6	16
THIRD FLOOR	13,177 S.F.	6	-	-	4	6	16
TOTAL BUILDING	39,531 S.F.	18	-	-	12	18	48

POLICE NOTE:

1-LANDSCAPE SHALL NOT CONFLICT WITH LIGHTING TO INCLUDE LONG TERM TREE CANOPY GROWTH
2- LANDSCAPE SHOULD NOT OBSTRUCT VIEWS FROM DOOR AND WINDOWS.
3-PHOTOCELL LIGHTING FOR NIGHT TIME SHOULD BE USED
4-SECURITY MEASURES AT THE CONSTRUCTION SITE SHOULD INCLUDE A FENCED STAGING AREA TO STORE EQUIPMENTS.
5- THE STAGING AREA MUST BE VISIBLE FROM AN ACCESSIBLE ROADWAY TO ALLOW EFFECTIVE POLICE PATROL , LIGHTING MUST BE PROVIDED TO ALLOW COMPLETE VISIBILITY TO THE AREA . QUALITY PADLOCK ARE RECOMMENDED FOR ALL STORAGE TRAILERS , EQUIPMENT TRAILERS , AND PARK WITHIN STAGING AREA..

FIRE NOTE:

1- FIRE HYDRANT TO BE PLACES AT THE BEGINNING OF THE DEVELOPMENT & AND EVERY 300 '-0" THERE AFTER (COBB SECTION 9-9.)
2- FIRE DEPARTMENT CONNECTION TO BE NO MORE THAM 100 FEET FROM NEAREST HYDRANT , (COBB SECT. 9-10)

FIRE HYDRANT FLOW TEST WILL BE REQUIRED TO DEMONSTRATE THE CITY CODE REQUIREMENT ,OF 1,500 GPM WITH 20 PSI RESIDUAL PRESSURE AS STATED AT 2010 LDR CHAPTER 4 , ARTICLE VIII, SECTION 3.B.2.D OR THE REQUIREMENT IMPOSED BY INSURANCE UNDERWRITERS , WHICHEVER IS GREATER (CODE OF ORDINANCES , SECTION 26-16-(B)

SITE KEY PLAN LEGEND:

- LANDSCAPE AREA
- EXTERIOR SIDEWALK
- PROPERTY LINE
- INDICATE PROPOSED BUILDING LOCATION
- PRIVATE SIDEWALKS & PATHS
- PUBLIC AMENITY AREA PATH
- PRIVATE SIDEWALK
- USABLE OPEN SPACE AREA
- PRIVATE AMENITY AREA
- PUBLIC USABLE OPEN SPACE

PARKING ISLANDS

	QUANTITY
TOTAL ISLANDS	17
LARGE ISLANDS	13
SMALL ISLANDS	4
TOTAL ISLANDS AREA	4,555 SF

Carlos A Pizarro

Digitally signed by Carlos A Pizarro
Date: 2024.11.14 15:24:26 -05'00'

DTI ARCHITECTS
Associates, Inc. AA26001933
ARCHITECTURE | PLANNING | INTERIOR DESIGN
14125 NW 80th Avenue Suite 303
Miami Lakes - Florida -33016
info@dtiarchitect.com
www.dtiarchitect.com

STATE OF FLORIDA — CARLOS PIZARRO — AR0013079 — REGISTERED ARCHITECT

Carlos Pizarro, R.A.
AR - 0013079

REVISIONS:

OWNER/ DEVELOPER:
SEACREST APTS PROPERTY OWNER, LLC
1390 N. Seacrest Boulevard
Boynton Beach, Florida 33435
United States

PROJECT:
SEACREST SOUND APARTMENTS
1390 N. Seacrest Blvd,
Boynton Beach, Fl

Job Number:	24019.01
File Name:	24019.01 (02) SP-1.0 SITE PLAN
Issued Date:	11.13.2024
Drawn by:	IBR
Checked by:	C.C./IBR

SHEET NAME
MASTER PLAN

SHEET NUMBER
MP-1.0

EXHIBIT "C"
Conditions of Approval

Project Name: Seacrest Sound Apartments
File number: Variance (ZNCV- 2024.06.52374)
Reference: 5th review of plans identified as a New Master Plan and New Major Site Plan submitted on November 15, 2024.

DEPARTMENTS	INCLUDE	REJECT
PLANNING AND ZONING		
No Comments		
CITY COMMISSION		
Comments: TBD		

40 20 0 40 80

SCALE IN FEET
1"=40'

NORTH

NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

NORTH LINE OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST
(2677.85' GND)
S89°17'26"E
2677.98'

NORTHEAST CORNER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

NORTHEAST CORNER OF SECOND ADDITION TO ROLLING GREEN (P.B.24 PG.155)

(1252.63' GND)
N01°38'53"W
1152.69'

NOT INCLUDED
SECOND ADDITION TO
ROLLING GREEN
(P.B. 24 PG. 155)

EAST LINE P.B. 24 PG. 223

WEST LINE P.B. 24 PG. 155

SOUTH LINE P.B. 24 PG. 155

GATE

CLF SIZE VARIES

WOOD POWER POLE

SET I.R.C. LB 3591

FOUND 3/8 I.R.C. LB 6504
NORTH= 0.32'
EAST= 0.07'

N89°38'24"W 619.47'
(619.44' GND)

NORTH LINE OF THE SOUTH 165' OF THE SOUTH HALF NW 1/4 OF NE 1/4 OF SECTION 21 TOWNSHIP 45 RANGE 43

NOT INCLUDED
ROLLING GREEN RIDGE
FIRST ADDITION
(P.B. 24 PG. 155)

(205.12' GND)
N01°38'53"W
205.13'

WEST LINE OF NW 1/4 OF NE 1/4 OF SECTION 21 TOWNSHIP 45 SOUTH, RANGE 43 EAST (BEARING BASIS)

SOUTH LINE OF THE NORTH HALF OF NE 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

NORTH LINE OF THE SOUTH HALF OF NE 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

FOUND 4X4 CONCRETE MONUMENT LB 7388

FOUND 4X4 CONCRETE MONUMENT LB 7388

PARCEL 1
(WEST OF SEACREST BLVD)

PORTION OF
PCN: 08434521000001010
OWNER: BIBLE CHURCH OF GOD INC
WEST AREA:129,255 SQUARE FEET
OR 2.967 ACRES

165.00'

BEARING BASIS
N89°38'24"W 634.13'

PARCEL 2
(WEST OF SEACREST BLVD)
(632.14' GND)
N89°38'24"W 632.18'

40.00'

NORTH LINE OF LOT 1 LIMITS OF PLAT (PB. 1 PG. 35)

PORTION OF LOT 1
(PB. 1 PG. 35)

NORTH 40' OF LOT 1 (PB. 1 PG. 35)

NORTH LINE OF C-16 CANAL

TOP OF BANK

BOYNTON CANAL

PORTION OF LOT 1
(PB. 1 PG. 35)

20' WATER/SEWER EASEMENT (ORB.7894 PG.1752) EXCEPTION #8

SET I.R.C. LB 3591

634.29'
N89°38'24"W
(634.25' GND)

12' WATER/SEWER EASEMENT (ORB.7894 PG.1749) EXCEPTION #7

59.5' ASPHALT

CONCRETE LIGHT POLE

SEACREST BLVD
80' RIGHT OF WAY
(O.R.B. 5359 PG.675)

R=762.00'
Δ=15°32'03"
L=206.60'

R=802.00'

L=206.30'
Δ=14°02'28"
R=842.00'

LESS PARCEL 1
(EAST OF SEACREST BLVD)

F-CURB

CONCRETE WALK

BM 2 #15003
BENCH LOCATION
N: 803015.38
E: 962007.60
LAT: N026° 32' 23.36"
LON: W080° 03' 52.36"
ELEV.= 17.30'

FOUND 5/8 I.R.C. MASER
EAST= 0.75'
SOUTH= 0.05

80' R.O.W.

SET I.R.C. LB 3591

1958.23'
S89°38'24"E
(1958.13' GND)

FOUND 5/8 IRON ROD
WEST=1.96'
SOUTH=0.68'

LESS PARCEL 2
(EAST OF SEACREST BLVD)

BM 1 #15002
BENCH LOCATION
N: 802715.39
E: 962016.54
LAT: N026° 32' 20.39"
LON: W080° 03' 52.29"
ELEV.= 16.41'

GUARD RAIL

MATCH LINE PAGE 2

(1277.70' GND)
S01°38'53"E
1277.77'

(2677.85' GND)
S89°59'30"E
2663.46'

CENTER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

SOUTH LINE Of THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST

NOTE

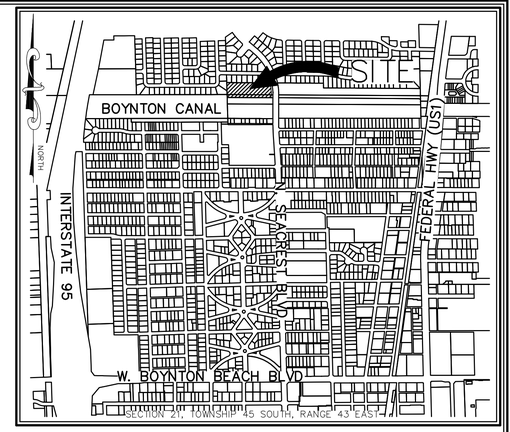
COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (90/98 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
SCALE FACTOR = 1.000047961
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (90 ADJUSTMENT), FLORIDA EAST ZONE.

TREE TABLE

NO.	DESCRIPTION
6001	CABAGE PALM S10" 6001 H11'
6002	CABAGE PALM S10" 6002 H11'
6003	CABAGE PALM S8" 6003 H14'
6004	CABAGE PALM S12" 6004 H13'
6005	CABAGE PALM S12" 6005 H12'
6006	CABAGE PALM S13" 6006 H15'
6007	CABAGE PALM S11" 6007 H12'
6008	GUMBO 10" 6008
6009	GUMBO 9" T6009

BII EXCEPTIONS

6. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN O.R. BOOK 7675. PAGE 347, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[AFFECTS – NOT PLOTTED]**
7. EASEMENT FOR UTILITY PURPOSES CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 21, 1993, UNDER O.R. BOOK 7894, PAGE 1749, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[DOES NOT AFFECT ALL THAT PART LYING WEST OF SEACREST BLVD – SHOWN HEREON]**
8. APPURTENANT EASEMENT CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 21, 1993, UNDER O.R. BOOK 7894. PAGE 1752, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[DOES NOT AFFECT – SHOWN HEREON]**
9. UNDERGROUND EASEMENT (BUSINESS) TO FLORIDA POWER & LIGHT COMPANY RECORDED IN O.R. BOOK 34263. PAGE 857, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[DOES NOT AFFECT ALL THAT PART LYING WEST OF SEACREST BLVD – SHOWN HEREON]**
10. SUBJECT TO AUTOMATIC PHOSPHATE, METALS, MINERALS AND PETROLEUM RESERVATIONS BY VIRTUE OF SEC. 270.11(1), F.S., UNDER DEED RECORDED IN O.R. BOOK 5941, PAGE 1337 AND O.R. BOOK 7343, PAGE 10, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 1) **[AFFECTS – BLANKET IN NATURE]**
11. ALL MATTERS CONTAINED ON THE PLAT OF WILLIAM M. LANEHART SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AS TO PARCEL 2) **[AFFECTS – SHOWN HEREON]**
12. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED MARCH 8, 1946, UNDER DEED BOOK 752. PAGE 378 AND CORRECTIVE DEED RECORDED IN DEED BOOK 939, PAGE 219, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINCRAL RESERVATION HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S. (AS TO PARCEL 2) **[AFFECTS – NOT PLOTTED]**



LOCATION MAP
(NOT TO SCALE)

SYMBOLS:

- = HORIZONTAL CONTROL POINT
- = BENCHMARK
- = TRASH CONTAINER
- = UNIDENTIFIED HANDHOLE
- = UNIDENTIFIED BOX
- = NATURAL GAS MARKER
- = SIGN
- = BOLLARD
- = TRAFFIC HANDHOLE
- = CROSSWALK SIGNAL
- = MAST ARM / TRAFFIC LIGHT
- = SET/FOUND BOUNDARY POINT
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- = SANITARY MANHOLE
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- = FIRE HYDRANT
- = WATER GATE VALVE
- = BACKFLOW PREVENTER
- = IRRIGATION RISER/PEDASTAL
- = IRRIGATION CONTROL VALVE
- = WATER METER
- = WELL
- = WATER VALVE
- = SECTION CORNER
- = BLOCK

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF. – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
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GND – GROUND DISTANCE
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I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
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O/S – BUILDING OFFSET
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SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
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W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
–OHE– – ELECTRICAL WIRES OVERHEAD
–STM– – STORM LINE
–SS– – SEWER LINE

SURVEYOR'S NOTES:

1. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
3. THE LEGAL DESCRIPTION SHOWN HEREON PER TITLE COMMITMENT REFERENCED IN NOTE #8.
4. SUBSURFACE AND/OR AERIAL ENCROACHMENTS, IF ANY, HAVE NOT BEEN LOCATED.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY, UNLESS SHOWN OR MADE NOTE OF HEREON.
6. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N89°38'24"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, (90 ADJUSTMENT).
7. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), IDENTIFIED AS COMMUNITY PANEL NUMBER 12099C0787F & 12099C0791F, EFFECTIVE DATE: OCT. 05, 2017.
8. PLOTTABLE TITLE MATTERS SHOWN HEREON PER AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. COMMITMENT NO. 1449147. ISSUING OFFICE FILE No: BIBLE CHURCH. COMMITMENT DATE: SEPTEMBER 22, 2023 AT 11:00 PM ARE PLOTTED HEREON.
9. EASEMENTS ABUTTING BOUNDARIES ON ADJACENT PROPERTIES NOT SHOWN.
10. ALL INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS SHOWN OTHERWISE.
11. SYMBOLS USED FOR FEATURES HEREON ARE NOT TO SCALE.
12. ELEVATIONS HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988. BENCHMARK DESCRIPTION: PALM BEACH COUNTY VERTICAL BENCHMARK "JERAY". ELEVATION = 17.073' (NAVD 88) CONVERSION TO NGVD 29 + 1.50'

DESCRIPTION:

PARCEL 1:

THE SOUTH 100 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH 165 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST; LESS: 80 FOOT WIDE RIGHT–OF–WAY GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 40.00 FEET OF LOT 1, WILLIAM M. LANEHART SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 1. PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SUBJECT TO AN 80 FOOT RIGHT–OF–WAY FOR SEACREST BOULEVARD.

LESS AND EXCEPT:

ALL THAT PORTION LYING EAST OF A 80 FOOT WIDE RIGHT–OF–WAY FOR SEACREST ROAD, GRANTED TO THE COUNTY OF PALM BEACH BY DEED RECORDED IN O.R. BOOK 5359, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LAND CONTAINS 129,255 SQUARE FEET OR 2.976 ACRES, MORE OR LESS AND SITUATES PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON OCTOBER 19, 2023. I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

BY	DATE	REVISIONS
		FILE NAME 10633sur

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING • LAND PLANNING
LANDSCAPE ARCHITECTURE • SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

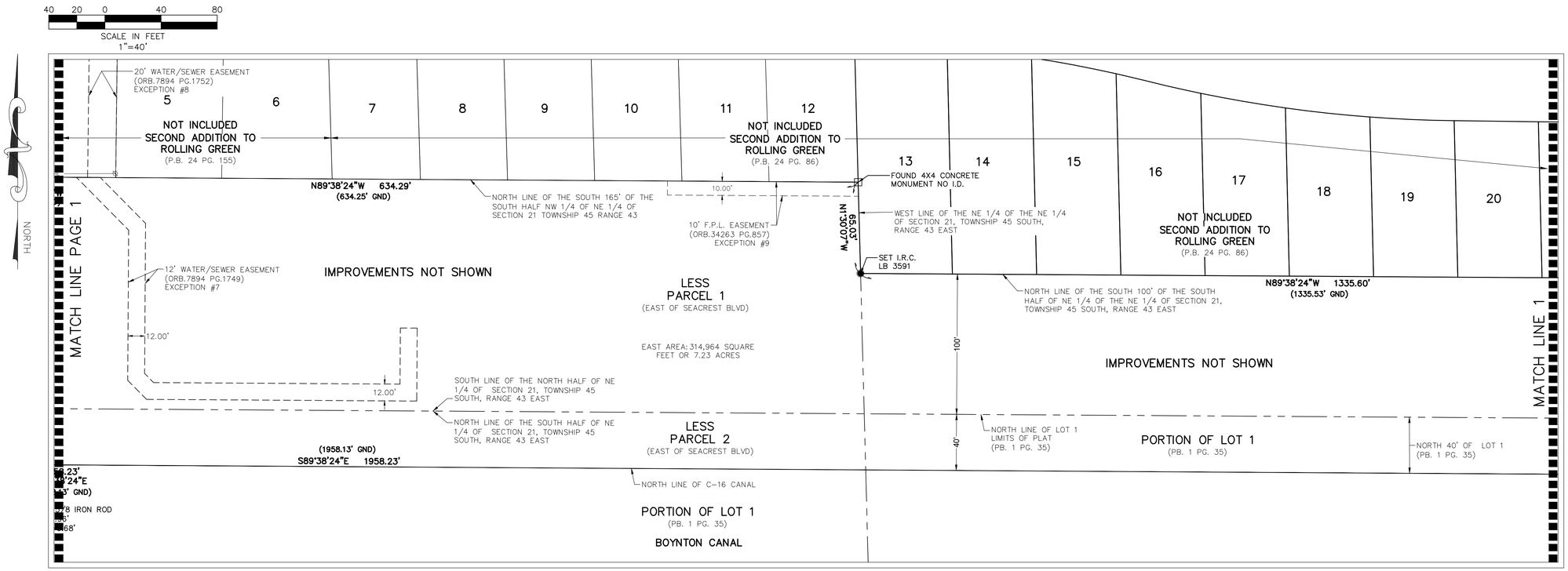
1390 N SEACREST BLVD
BOYNTON BEACH, FL 33435
BOUNDARY AND TOPOGRAPHIC SURVEY

DATE	10/19/23
DRAWN BY	SF
F.B./ PG.	ELECT
SCALE	AS SHOWN

Digitally signed by David Lindley
Date: 2023.10.25 13:04:23 -04'00'
Adobe Acrobat version: 2017.011.30142

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

JOB #	10633
SHT.NO.	1
OF	1 SHEETS



LEGEND

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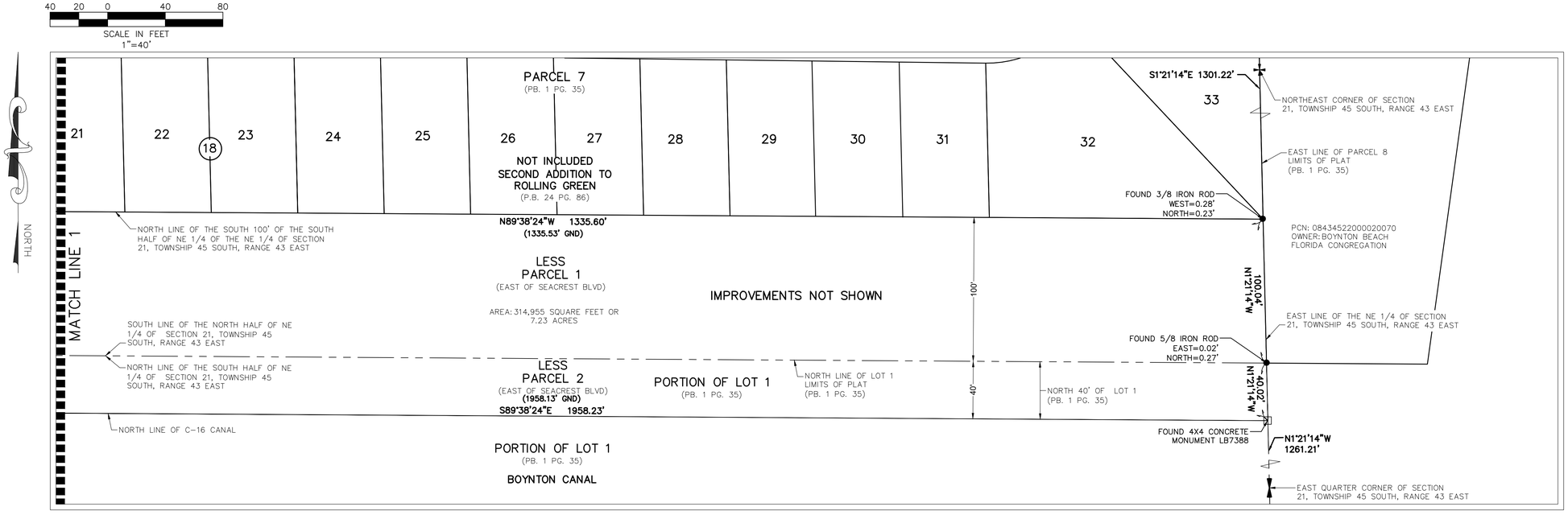

SYMBOLS:

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- = BENCHMARK
- = TRASH CONTAINER
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- = WELL
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- = SECTION CORNER (NW, NE, SW, SE)
- 13 = BLOCK

BY	DATE	REVISIONS
		FILE NAME 10633sur

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1390 N SEACREST BLVD
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BOUNDARY AND TOPOGRAPHIC SURVEY

DATE	10/19/23
DRAWN BY	SF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB #	10633
SHT.NO.	2
	OF 2 SHEETS

DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Variance for Seacrest Sound Apartments (ZNCV - 2024.06.52374)

APPLICANT: Alfredo Borges, SEACREST APTS PROPERTY OWNER LLC

APPLICANT'S ADDRESS: 700 Biltmore Way, Ste C3, Miami, FL 33134

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: January 7, 2025

APPROVAL SOUGHT: Approval of relief from Part III, Chapter 4, Article III, Section 3.F.3 – Building and Site Regulations (Table 3-20), to allow the 2.97-acre subject property to be rezoned to Planned Commercial Development (PCD) district, which requires a minimum lot area of 3 acres, a difference of 0.03 acre.

LOCATION OF PROPERTY: The 2.97-acre parcel located north of the C. Stanley Weaver Canal and on the west side of North Seacrest Boulevard

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."

4. The Applicant's request is hereby
   ___GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED:_____ _____
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Proposed Ordinance No. 24-026- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, correcting a scrivener's error in the legal description contained in Ordinance 23-021 approving the abandonment of the thirty foot (30') wide unimproved right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the public records of Palm Beach County; authorizing the Mayor to execute an amended disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.

Requested Action: Staff recommends approval of Proposed Ordinance No. 24-026, on First Reading.

Explanation of Request:

The City Commission previously approved (attached) an abandonment related to the Shalimar development on October 3, 2023. The parties discovered a typo in the fourth (4th) line of the legal description: “Beginning at the **Northwest** Corner of Lot 2” that needs to be corrected to read “Beginning in the **Southwest** Corner of Lot 2.” This ordinance corrects the scrivener's error in the legal description.

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

Fiscal Impact: N/A

Attachments:
Ord._24-026_Scriveners_error_in_Ord._23-021__1_.docx
23-021.pdf

ORDINANCE NO. 24-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION CONTAINED IN ORDINANCE 23-021 APPROVING THE ABANDONMENT OF THE THIRTY FOOT (30') WIDE UNIMPROVED RIGHT-OF-WAY ESTABLISHED ON THE PALM BEACH FARMS CO. PLAT NO. 8, AS RECORDED IN PLAT BOOK 5, PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, Applicant had requested the abandonment of the thirty foot (30') wide road right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the Public Records of Palm Beach County located on the southwest corner of West Boynton Beach Boulevard and Knuth Road and north Stonehaven Drive; and

WHEREAS, the City Commission approved Ordinance 23-021 on or about October 19, 2023, which Ordinance contained a scrivener's error in the legal description of the property to be abandoned; and

WHEREAS, the specific scrivener's error in Ordinance 23-021 relates to the fourth line of the legal description, which improperly identified "the **Northwest** Corner of Lot 2" when it should have referenced "the **Southwest** Corner of Lot 2": and

WHEREAS, staff has determined that the requested abandonment would not adversely impact traffic or other City functions and would not adversely impact other adjacent property owners; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff finds that the subject abandonment serves a greater public purpose and therefore recommends approval of the Applicant's request.

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 incorporated herein by this reference.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon the thirty-foot (30') wide unimproved right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the Public Records of Palm Beach County. The property being abandoned is more particularly described as follows:

A PORTION OF A 30-FOOT-WIDE ROADWAY, AS SHOWN ON THE PALM BEACH FARMS CO. PLAT NO. 8 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, KNUTH ROAD P.C.D. PLAT NO. 1, AS RECORDED IN PLAT BOOK 82, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID 30 FOOT WIDE ROADWAY; THENCE SOUTH 87°41'31" WEST ALONG THE WESTERLY PROLONGATION OF SAID LOT 2, ALSO BEING THE BOUNDARY LINE OF QUAIL RIDGE PLAT NO. 22, A PUD, AS RECORDED IN PLAT BOOK 95, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA A DISTANCE OF 30.01 FEET TO A POINT ON THE WEST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE EAST LINE OF THE GOLF COURSE AS SHOWN ON SAID QUAIL RIDGE PLAT NO. 22, A PUD; THENCE NORTH 00°48'49" WEST ALONG SAID WEST LINE OF 30 FOOT WIDE ROADWAY, ALSO BEING SAID EAST LINE OF GOLF COURSE, A DISTANCE OF 976.43 FEET TO A POINT ON A LINE 7.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN ON ROAD PLAT BOOK 2, PAGES 218 AND 219, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°34'11" EAST A DISTANCE OF 30.01 FEET TO A POINT ON SAID EAST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2, THENCE SOUTH 00°48'49" EAST ALONG SAID EAST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2, A DISTANCE OF 976.50 FEET TO THE AFORMENTIONED POINT OF BEGINNING. CONTAINING 0.672 ACRES (29,294 SQUARE FEET) MORE OR LESS.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute a Disclaimer, in form and substance similar to that attached hereto as **Exhibit A**, to disclaim the City's interest in the subject right-of-way referenced in this Ordinance. This Disclaimer shall amend and replace the disclaimer recorded

in Official Records Book 34630, Page 1185 of the Public Records of Palm Beach County, Florida.

SECTION 4. After execution of the Disclaimer by the Mayor, the City Clerk shall record the Disclaimer in the Public Records of Palm Beach County, Florida.

SECTION 5. This Ordinance shall take effect immediately upon passage.

FIRST READING this ____ day of _____2024.

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2025.

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

Amended Disclaimer

RECORD & RETURN TO:
And this Instrument Prepared by:

CITY OF BOYNTON BEACH
City Attorney's Office
100 E. Ocean Avenue
Boynton Beach, FL 33435

PCN: 08-43-45-17-00-004-0060

AMENDED DISCLAIMER OF PORTIONS OF RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, whose address is 100 E. Ocean Avenue, Boynton Beach, Florida 33435, does hereby abandon and disclaim any interest in and to portions of the thirty foot (30') wide road right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the Public Records of Palm Beach County located on the southwest corner of West Boynton Beach Boulevard and Knuth Road and north Stonehaven Drive, more particularly described as follows:

A PORTION OF A 30-FOOT-WIDE ROADWAY, AS SHOWN ON THE PALM BEACH FARMS CO. PLAT NO. 8 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, KNUTH ROAD P.C.D. PLAT NO. 1, AS RECORDED IN PLAT BOOK 82, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID 30 FOOT WIDE ROADWAY; THENCE SOUTH 87°41'31" WEST ALONG THE WESTERLY PROLONGATION OF SAID LOT 2, ALSO BEING THE BOUNDARY LINE OF QUAIL RIDGE PLAT NO. 22, A PUD, AS RECORDED IN PLAT BOOK 95, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA A DISTANCE OF 30.01 FEET TO A POINT ON THE WEST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE EAST LINE OF THE GOLF COURSE AS SHOWN ON SAID QUAIL RIDGE PLAT NO. 22, A PUD; THENCE NORTH 00°48'49" WEST ALONG SAID WEST LINE OF 30 FOOT WIDE ROADWAY, ALSO BEING SAID EAST LINE OF GOLF COURSE, A DISTANCE OF 976.43 FEET TO A POINT ON A LINE 7.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN ON ROAD PLAT BOOK 2, PAGES 218 AND 219, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°34'11" EAST A DISTANCE OF 30.01 FEET TO A POINT ON SAID EAST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2, THENCE SOUTH 00°48'49" EAST ALONG SAID EAST LINE OF SAID 30 FOOT

WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2, A DISTANCE OF 976.50 FEET TO THE AFORMENTIONED POINT OF BEGINNING. CONTAINING 0.672 ACRES (29,294 SQUARE FEET) MORE OR LESS.

This Disclaimer amends and replaces the Disclaimer previously recorded in Official Records Book 34630, Page 1185 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the execution of this Disclaimer by the City has been duly authorized by Ordinance No. 24-_____ of the City Commission, and the duly authorized officers of the City of Boynton Beach, Florida, have hereunto set their hands and affixed the seal of the City this ____ day of _____, 2025.

(Corporate Seal)

CITY OF BOYNTON BEACH, FLORIDA,
A Florida municipal corporation

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk
100 E. Ocean Avenue
Boynton Beach, FL 33435

By: _____
Ty Penserga, Mayor

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____

CFN 20230304007
OR BK 34630 PG 1185
RECORDED 10/25/2023 10:43 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1185 - 1189; (5pgs)

ORDINANCE NO. 23-021

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ABANDONMENT OF THE THIRTY FOOT (30') WIDE UNIMPROVED RIGHT-OF-WAY ESTABLISHED ON THE PALM BEACH FARMS CO. PLAT NO. 8, AS RECORDED IN PLAT BOOK 5, PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Applicant is requesting the abandonment of the thirty foot (30') wide road right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the Public Records of Palm Beach County located on the southwest corner of West Boynton Beach Boulevard and Knuth Road and north Stonehaven Drive; and

WHEREAS, staff has determined that the requested abandonment would not adversely impact traffic or other City functions, and would not adversely impact other adjacent property owners; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff has determined that the subject right-of-way no longer serves a public purpose and therefore recommends approval of the request, subject to the accompanying conditions.

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 incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon the thirty foot (30') wide unimproved right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the Public Records of Palm Beach County. The property being abandoned is more particularly described as follows:

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ORDINANCE NO. 23-021

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ABANDONMENT OF THE THIRTY FOOT (30') WIDE UNIMPROVED RIGHT-OF-WAY ESTABLISHED ON THE PALM BEACH FARMS CO. PLAT NO. 8, AS RECORDED IN PLAT BOOK 5, PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Applicant is requesting the abandonment of the thirty foot (30') wide road right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the Public Records of Palm Beach County located on the southwest corner of West Boynton Beach Boulevard and Knuth Road and north Stonehaven Drive; and

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WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff has determined that the subject right-of-way no longer serves a public purpose and therefore recommends approval of the request, subject to the accompanying conditions.

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OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID 30 FOOT WIDE ROADWAY; THENCE SOUTH 87°41'31" WEST ALONG THE WESTERLY PROLONGATION OF SAID LOT 2, ALSO BEING THE BOUNDARY LINE OF QUAIL RIDGE PLAT NO. 22, A PUD, AS RECORDED IN PLAT BOOK 95, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 30.01 FEET TO A POINT ON THE WEST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE EAST LINE OF THE GOLF COURSE AS SHOWN ON SAID QUAIL RIDGE PLAT NO. 22, A PUD; THENCE NORTH 00°48'49" WEST ALONG SAID WEST LINE OF 30 FOOT WIDE ROADWAY, ALSO BEING SAID EAST LINE OF GOLF COURSE, A DISTANCE OF 976.43 FEET TO A POINT ON A LINE 7.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN ON ROAD PLAT BOOK 2, PAGES 218 AND 219, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°34'11" EAST, A DISTANCE OF 30.01 FEET TO A POINT ON SAID EAST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2; THENCE SOUTH 00°48'49" EAST ALONG SAID EAST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2, A DISTANCE OF 976.50 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 0.672 ACRES (29,294 SQUARE FEET) MORE OR LESS.

Section 3. The City Manager is hereby authorized and directed to execute the attached Disclaimer and cause the same to be filed, with this Ordinance, in the Public Records of Palm Beach County, Florida.

Section 4. This Ordinance shall take effect immediately upon passage.

FIRST READING this 14th day of September, 2023.

SECOND, FINAL READING AND PASSAGE THIS 3rd day of October, 2023.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

Ty Penserga
Mayor

APPROVED AS TO FORM:

David N. Tolces
Interim City Attorney

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, does hereby abandon the thirty foot (30') wide unimproved right-of-way established on the Palm Beach Farms Co. Plat No. 8, as recorded in Plat Book 5, Page 73 of the Public Records of Palm Beach County. The property being abandoned is more particularly described as follows:

A PORTION OF A 30-FOOT-WIDE ROADWAY, AS SHOWN ON THE PALM BEACH FARMS CO. PLAT NO. 8 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, KNUTH ROAD P.C.D. PLAT NO. 1, AS RECORDED IN PLAT BOOK 82, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID 30 FOOT WIDE ROADWAY; THENCE SOUTH 87°41'31" WEST ALONG THE WESTERLY PROLONGATION OF SAID LOT 2, ALSO BEING THE BOUNDARY LINE OF QUAIL RIDGE PLAT NO. 22, A PUD, AS RECORDED IN PLAT BOOK 95, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 30.01 FEET TO A POINT ON THE WEST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE EAST LINE OF THE GOLF COURSE AS SHOWN ON SAID QUAIL RIDGE PLAT NO. 22, A PUD; THENCE NORTH 00°48'49" WEST ALONG SAID WEST LINE OF 30 FOOT WIDE ROADWAY, ALSO BEING SAID EAST LINE OF GOLF COURSE, A DISTANCE OF 976.43 FEET TO A POINT ON A LINE 7.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD (STATE ROAD 804) AS SHOWN ON ROAD PLAT BOOK 2, PAGES 218 AND 219, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°34'11" EAST, A DISTANCE OF 30.01 FEET TO A POINT ON SAID EAST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2; THENCE SOUTH 00°48'49" EAST ALONG SAID EAST LINE OF SAID 30 FOOT WIDE ROADWAY, ALSO BEING THE WEST BOUNDARY LINE OF SAID LOT 2, A DISTANCE OF 976.50 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.
CONTAINING 0.672 ACRES (29,294 SQUARE FEET) MORE OR LESS.

IN WITNESS WHEREOF, the duly authorized officers of the City of Boynton Beach, Florida, have hereunto set their hands and affixed the seal of the City this 19 day of October, 2023.

CITY OF BOYNTON BEACH, FLORIDA

Maylee De Jesus, MMC
City Clerk

Daniel Dugger, City Manager

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

{S:\CA\Ordinances\Abandonments\Abandonment of ROW (Shalimar) - Ordinance.docx

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared by means of ☐ physical presence or ☐ online notarization, Daniel Dugger, City Manager of the City of Boynton Beach, Florida, known to me to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free hand and deed as such officer, for the uses and purposes mentioned therein; that he affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this 19 day of October, 2023.

NOTARY PUBLIC, State of Florida
My Commission Expires:

TAMMY L STANZIONE
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-25-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 374268

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Discussion on leaving the Banyan Tree at Dewey Park lit up year round.

Requested Action: Requested by Commissioner Turkin.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Discussion regarding the tennis court improvements and maintenance at Boynton Beach Tennis and Pickle Ball Center.

Requested Action: Requested by Commissioner Cruz.

Attachments:
Tennis Center Presentation 12.17.24.pptx



Boynton Beach Tennis & Pickleball Center Updates

Recreation & Parks Department

December 17, 2024

Facility Specifics

- 17 Har Tru Tennis Courts
- 6 Pickleball Courts
- 2 Composite Tennis Courts



Facility Staffing

- 1 FT Tennis Center Supervisor
- 2 FT Tennis Center Maintenance Workers
- 3 PT Pro Shop Attendants (2 Vacant)



Facility Staffing

July 31	Conditional offer sent to Tennis Center Supervisor.
Aug. 26	Tennis Center Supervisor’s first day.
Sept. 11	Tennis Maintenance worker interviews: Day 1.
Sept. 12	Tennis Maintenance worker interviews: Day 2.
Sept. 16	Start of the hiring freeze.
Oct. 7	Hiring freeze over.
Oct. 21	Tennis Maintenance Workers’ first day of work.



Facility Maintenance

January 2022	Piggyback agreement with The Village of Wellington utilizing Professional Tennis Court Services (PTCS).
Summer 2024	Reduction in staffing levels of PTCS. One staff member to maintain the facility. Occasional assistance to complete certain tasks.
July 22	PTCS notice of cancellation received.
Aug. 23	Notice of closure email sent out to permit holders.
Aug. 30	Met with PTCS staff to discuss the removal of equipment and final day of service responsibilities.
Aug. 31	PTCS last day of service.
Sept. 1	First day of closure.
Sept. 3	PTCS cancellation of previous projects. Har-Tru (clay), net posts, and irrigation.
Sept. 6	Removal of tennis & pickleball nets at the Tennis Center.
Sept. 9	Facility closure extended another month due to equipment needed to maintain the facility.

Facility Maintenance

Sept. 19	Har-Tru delivered. Continue to research Har-Tru in preparation for laying material.
Sept. 24	Recreation Manager and Supervisor begin the preparation of courts to prep courts and lay material for league play.
Sept. 27	Assessed damages from Hurricane Helene.
Oct. 7	On-site assessment of irrigation system for all courts by vendor.
Oct. 8	Wind screens removed due to Hurricane Milton.
Oct. 11	Maintenance equipment delivered.
Oct. 21	First day of work for Tennis Maintenance Workers.
Nov. 1	Power outage at the Tennis Center.
Nov. 4	Tennis Center opening day; power restored mid-day.

Facility Court Openings

November 279

Court Reservations

October 8th

6 clay courts open for use of South Palm Beach County Women's Tennis Association (SPBCWTA).

November 2nd

6 pickleball courts open for preapproved event.

Opening Day- November 4th

6 clay courts & 6 pickleball courts open for use

November Court Availability

10 clay courts, 6 pickleball courts, 2 composite courts

December Court Availability

16 clay courts, 6 pickleball courts, 2 composite courts





Before

August 30, 2024



After

December 6, 2024



Before



After



Before



After



The Future of The Boynton Beach Tennis & Pickleball Center

Programs & Partnerships

L'Academie de Tennis Agreement	ITF/ATP Tournament Hosting Site	Valentine's Day Tennis Tournament
FM Tennis	Ron Shapiro Tennis Pro	Susan Goodman Services

5 Year CIP Proposal

FY 2025

- Apply for $400,000 FRDAP Grant, Due September 2025 (for HydroCourt renovations)

FY 2026

- 4 HydroCourt irrigation install
- Pro Shop renovation design
- Restroom renovations
- Move to the front of the property for added security.
- Site furnishings & shade structures
  - Tables, chairs, awnings, lighting, benches, shed, fencing.
- Laser grading and re-lining of courts.

The Future of The Boynton Beach Tennis & Pickleball Center

FY 2027

- 4 HydroCourt irrigation install
- Pro Shop renovation construction
- Parking lot resurfacing and landscaping
- Courts resurfacing; removal & replacement of all Har-Tru material.
- Site LED Lighting with Musco Lighting

FY 2028

- 4 HydroCourt irrigation install

FY 2029

- 4 HydroCourt Irrigation install

Boynton Beach Tennis & Pickleball Center

3111 S Congress Ave.
Boynton Beach, FL 33426

Facility Hours

Monday	8 AM– 9 PM
Tuesday	8 AM– 9 PM
Wednesday	8 AM– 9 PM
Thursday	8 AM– 9 PM
Friday	8 AM– 4 PM
Saturday	8 AM– 1 PM
Sunday	8 AM– 1PM



DocuSign Envelope ID: F019BE07-AEF0-4A14-B979-8BB85953FE52

ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.

2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.

3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.

4. Representations and Warranties:

    a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.

    b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

    c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.

5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.

6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.

7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.

9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Christopher Alan Garcia
Signature ECE99192885E4FE...

Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Katherine Castillo
Signature 8DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

By: DocuSigned by: Elizabeth M. Randa
Signature 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Andy Doran
Signature 68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

DocuSign Envelope ID: F019BE07-AEF0-4A14-B979-8BB85953FE52

EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.

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NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

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2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems
Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

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2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

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6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

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10. **Entire Agreement**

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

Signature: DocuSigned by: Katherine Castillo 8DEF23302D0B4B8...

Title: ParaLegal Advisor Date: 7/14/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 7/14/2023

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Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

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c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

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o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

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bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

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in Paragraph 5.a. “Software” applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor’s process for accepting the return of equipment or other products at the end of the product’s life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor’s own product line, and are not intended to represent more than a third of any Contractor’s total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer’s general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

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Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement. Canadian Participation. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

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h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

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12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

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2. The place and requested time of delivery;

3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

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b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. Failure to reject upon receipt, however, does not relieve the Contractor of liability for latent or hidden material defects. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance. If the parties agree to acceptance testing, the terms of subsection (c), below, apply.

c. Acceptance Testing. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and required for the purchase. "Acceptance Testing" means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.

1. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

2. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance.

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d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

20. **Title of Product.**

a. Definitions. For purposes of this section, the following terms are defined as follows:

1. “Deliverables” means any reports, analyses, scripts, code, or other work results that Contractor delivers to Purchasing Entity within the framework of fulfilling Contractor’s obligations to Purchasing Entity.

2. "Equipment” means Contractor-branded hardware products.

3. “Proprietary Rights” means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of a party.

b. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Equipment free and clear of all liens, encumbrances, or other security interests. Purchasing Entity’s rights to use the software delivered by Contractor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the “EULA”) shall apply. Contractor’s EULA must be made available to Purchasing Entities for review prior to negotiating a Participating Addendum or the issuance of an Order and shall meet or exceed the terms set forth in this Master Agreement. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

c. Contractor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable license to use (without the right to sublicense) the Deliverables provided by Contractor for Purchasing Entity’s internal business and governmental purposes, only and solely in accordance with the applicable service specification and subject to this Master Agreement. The grant of this license is subject to Purchasing Entity’s compliance with the terms of this Master Agreement and Purchasing Entity’s payment of applicable amounts due. Such license shall be perpetual unless granted pursuant to the purchase of a subscription, in which case the license shall be for the term of the subscription. Purchasing Entity may authorize its service providers to use the Deliverables, but solely on Purchasing Entity’s behalf, solely for Purchasing Entity’s internal business or governmental purposes, and Purchasing Entity shall be responsible for service provider’s compliance with these restrictions. This section shall not affect a Purchasing Entity’s right to transfer ownership of a product, and transfer, if permitted by Contractor or its licensors, licenses associated with such product, to another individual or entity as part of the Purchasing Entity’s surplus program or sale of used products to employees or former employees.

d. Contractor reserves for itself all Proprietary Rights that it has not expressly granted to Purchasing Entity herein. The license granted in this clause 20(c) does not apply to: (i) Equipment; (ii) Contractor-branded generally available software; or (ii) items licensed or otherwise provided under a separate agreement. Contractor is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any service, specification, or, subject to Contractor’s confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar Professional Services for any other projects. Notwithstanding the previous, Contractor’s use of Deliverables created specifically for and paid for by a Purchasing Entity is subject to Purchasing Entity approval.

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e. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entity's applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

f. If (i) Contractor is or becomes aware of any infringement claim made against a third-party branded product offered by Contractor through this Master Agreement, (ii) the third-party branded product is determined to infringe upon the intellectual property rights of another third party, and (iii) such infringement is not remedied by the third party so that the product is no longer infringing, Contractor shall immediately cease offering the product under this Master Agreement and notify the Lead State, NASPO, Participating Entities, and purchasers of the product.

21. **Warranty.**

The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**

In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**

Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be

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proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell or otherwise transfer all or any part of this Master Agreement without prior written consent from the Lead State, such consent not to be unreasonably withheld.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers legally authorized to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights

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and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, Contractor shall upon request provide to the Lead State and Participating Entities evidence of coverage that meets the requirements of this Section and the applicable Participating Addendum. Failure to provide evidence of coverage, within thirty (30) calendar days of receipt of request may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details.

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Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Reserved.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative

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purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification.

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1. In the event of any such claim by any third party against the Indemnified Party that Products, Software, Services or Deliverables prepared, produced, or branded by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Indemnified Party shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Indemnified Party's laws, and hold harmless the Indemnified Party against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Indemnified Party.

2. If Contractor receives prompt notice of such a claim that in the Contractor's opinion is likely to result in an adverse ruling, the Contractor shall at its option (1) obtain a right for the Indemnified Party to continue using such Products, Deliverables, or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services, or Deliverables to make them non-infringing without materially affecting their utility or functionality; (3) replace such Products, Software, Services, or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software.

3. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services, or Deliverables that were not performed by, on behalf of, or at the direction of Contractor; (2) the combination, operation, or use of the Products, Software, Services, or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party. Contractor's duty to indemnify and defend under this Section is contingent upon: (a) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Indemnified Party, (b) Contractor having the right to solely control the defense and resolution of such claim or action, unless the Indemnified Party's law requires approval for a third party to defend the Indemnified Party and such approval is not received, and (c) Indemnified Party's cooperation with Contractor in defending and resolving such claim or action. This Section states Indemnified Party's exclusive remedies for any third-party intellectual property claim or action and nothing in this Master Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Indemnified Party.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to 2 times the amount paid by Purchasing Entity to Contractor during the 12 months preceding the date of the dispute concerning any products and services, or $5,000,000, whichever is greater. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

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3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Intentionally deleted.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential by one party (the "originating party") and is or would by its nature be deemed confidential obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of the originating party ("Confidential Information").

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2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, the receiving party shall advise the originating party, and the applicable Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with advise the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in the receiving party's possession that embody Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item

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descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

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c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense

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or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

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d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

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the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

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develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

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19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

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Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

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Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

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4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

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not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

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Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**18.0%**
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.5%**
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**18.0%**
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.5%**
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	**3B**	**Band 3 - Minimum Discount**	**18.0%**
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	**3T**	**Band 3 - Third Party Product Minimum Discount**	**5.5%**
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

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Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$100,000.00	$199,999.99	1.0%
$200,000.00	$399,999.99	2.0%
$400,000.00	$599,999.99	4.0%
$600,000.00	$999,999.99	6.0%
$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$250,000.00	$499,999.99	1.0%
$500,000.00	$999,999.99	2.0%
$1,000,000.00	$1,499,999.99	4.0%
$1,500,000.00	$1,999,999.99	6.0%
$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

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Exhibit D: Price Schedule

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

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Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

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Exhibit E: Contractor Terms and Conditions

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy at www.dell.com/returnspolicy.

- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp or in the applicable documentation or Product Notice for the specific Equipment.

- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

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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 No: (561) 742-6310

November 19, 2024

Information Consultants, Inc
Attn: Pierre Smith, President
1395 Brickell Avenue, Ste. 800
Miami, FL 33131

VIA EMAIL TRANSMITTAL TO: psmith@icons-inc.com;corp@icons-inc.com

QUOTE.: LASERFICHE ANNUAL MAINTENANCE AND SUPPORT – PUBLIC PORTAL UNLIMITED AND PARTICIPANTS USERS LICENSES

QUOTE No.: 010-1510-21/RW

CURRENT BID TERM: *JANUARY 5, 2024 – JANUARY 4, 2025*

Dear Mr. Smith:

The current bid term for "LASERFICHE ANNUAL MAINTENANCE AND SUPPORT" expires on January 4, 2025.

The agreement documents allow for four (4) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 4th renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

Docusign Envelope ID: DC24A62E-C7D0-48C7-BCE8-C7EAD5CCF4D1

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 No: (561) 742-6310

November 19, 2024

QUOTE: **LASERFICHE ANNUAL MAINTENANCE AND SUPPORT – PUBLIC PORTAL UNLIMITED AND PARTICIPANTS USERS LICENSES**

QUOTE No.: **010-1510-21/RW**

Agreement between the City of Boynton Beach and INFORMATION CONSULTANTS, INC**.**

AGREEMENT RENEWAL TERM: ***JANUARY 5, 2025 – JANUARY 4, 2026***

x
_____ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

INFORMATION CONSULTANTS, INC.

_____
NAME OF COMPANY

Pierre A Smith

_____
NAME OF REPRESENTATIVE
(please print)

11/26/2024

_____
DATE

corp@icons-inc.com

_____
E-MAIL

DocuSigned by:
_____
SIGNATURE
204A4E05166243A...

President

_____
TITLE

954-802-0636

_____
(AREA CODE) TELEPHONE NUMBER

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AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **The Petestore of South Florida**, hereinafter referred to as "Vendor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide parts and service for the City's fleet of medium/large vehicles and equipment.

2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified on Exhibit "A" Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the City Manager or his designee. The terms and conditions of Bid No. WH24-077 and Vendor's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. WH24-077, and Vendor's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. WH24-077; 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. Vendor shall perform all services and provide all work product required pursuant to this Agreement.

4. TERM. The initial term of the contract shall be for five (5) years effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. Prices shall remain firm for the first 12-months of the Agreement. Annually thereafter, Vendor may request a price increase subject to the City's approval. 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. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require 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. Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Such renewals are only effective and valid if in writing and executed by each parties' authorized representative.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered under this Agreement in accordance with Exhibit "B" Schedule of Prices attached hereto and incorporated herein by reference, as follows:
   a. The annual amount not to exceed $700,000.00 for a total contract amount not to exceed $3,500,000.00 over the total term of the Agreement, inclusive of all renewals.
   b. 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, and approved by the City Commission as required.
   c. 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.

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d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.
f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
g. 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 services 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 services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, liability, damages, or any portion thereof, including attorney fees and costs, which the City or its officers, employees, or agents 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.. 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.

   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. 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 polices 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

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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 8, "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.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services 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.

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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. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Dan Dugger, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

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Attn: General Counsel
2441 S. State Rd 7
Fort Lauderdale, FL 33317

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both City and Vendor.

19. 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 public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

Maylee DeJesus, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US

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20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, 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.

21. 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.

22. 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 which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23. 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.

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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.

24. 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, money that may become due and money 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 bind itself, their 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

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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. 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.

E. 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.

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

G. Anti-Human Trafficking: On or before the Effective Date of the 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.

H. 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 Section 768.28, Florida Statutes.

I. Countries of Concern: Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

J. 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 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.

(Signatures on Following Page)

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DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

Signed by:
Frank Helfrich
91263C19256247C...
Signature of Authorized Official

Frank Helfrich
Printed Name of Authorized Official

General Manager
Title

(Corporate Seal)

Attest/Authenticated:
Docusigned by:
MALLORY BIVENS
D36BCC36EC68430...
Secretary

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City of Boynton Beach

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide parts and service for medium/large heavy-duty truck and equipment on an as-needed basis for the City of Boynton Beach, Florida. Specific items will be selected and ordered via purchase order.

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EXHIBIT B

SCHEDULE OF PRICES

Parts
Autocar – 5% Discount
Caterpillar – 5% Discount
International – 5% Discount
Peterbilt – 11% Discount

Service
Autocar - $205.00 hourly rate
Caterpillar - $205.00 hourly rate
Peterbilt - $205.00 hourly

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Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		**MINIMUM LIMITS REQUIRED**
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultants		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	$ 100,000.00
Disease, Policy Limit	$ 500,000.00	
Disease Each Employee	$ 100,000.00	
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined