AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, September 13, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

5. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Comments will be accepted on the public hearings at the appropriate time.

6. CONSENT AGENDA

a) Administrative Services: Resolution 23-75: State Housing Initiatives Partnership program (SHIP) 2023 Annual Report
Resolution 23-75 and SHIP Annual Report

b) City Administration: Contract RFP 23-010EJ with Stantec Consulting Services Inc.
Contract RFP 23-010EJ with Stantec Consulting Services

c) Clerk: Minutes from the August 9, 2023 City Council Meeting
8-9-2023 City Council Meeting Minutes

d) Clerk: Minutes from the August 9, 2023 City Council Workshop
8-9-2023 City Council Workshop Minutes

e) Clerk: Minutes from the August 27, 2023 Emergency Meeting
8-27-23 City Council Emergency Meeting Minutes

f) Public Works & Utilities: FDEP Agreement Legislative Appropriation PA0469 for Sanitary Lift Station Emergency Generators
FDEP Agreement PA0469

g) Public Works & Utilities: FDEP Agreement Legislative Appropriation LPA0470 for Sanitary Sewer Pipe Lining
FDEP Agreement LPA0470

h) Purchasing: PB-23-020NT Agreement with Cintas Corporation No. 2
PB-23-020NT with Cintas Corporation No. 2

i) Purchasing: PB-23-022NT Agreement with General Control Systems, Inc.
Agreement PB-23-022NT with General Control Systems

j) Purchasing: PB-22-048NT Contract Extension with Ten-8 Fire and Safety, LLC.
Extension Agreement PB-22-048NT with Ten-8 Fire and Safety

k) City Administration: Florida Blue, BlueMedicare Advantage Plan for Medicare eligible City of Bradenton Retirees
BlueMedicare Master Agreement

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Community Redevelopment Agency: Disposition of CRA owned property located at 413 10th Avenue East - PUBLIC HEARING
413 10th Avenue East Disposition Overview

b) Administrative Services: Ordinance 4014 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING CHAPTER 46, ARTICLE III, SECTION 46-62 TO REVISE QUORUM REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4014

c) City Administration: Ordinance 4015 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, SECTION 18-36 OF THE CODE OF ORDINANCES, ENTITLED "UNSAFE STRUCTURES" TO PROVIDE FOR THE CITY COUNCIL TO HEAR APPEALS RELATING TO UNSAFE STRUCTURES AND TO ADD AN APPEAL FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4015

d) Public Works & Utilities: Resolution 23-69
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY STORMWATER MANAGEMENT FEES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-176 AND 70-177, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR AN EFFECTIVE DATE.
Resolution 23-69 with the new Stormwater Rate Schedule

e) Public Works & Utilities: Resolution 23-68
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-154 AND 70-155, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 23-68 with the summary of Water/Sewer/Reclaimed rates

f) Public Works & Utilities: Resolution 23-70
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE FEE SCHEDULE FOR CITY GARBAGE, TRASH AND RECYCLING CHARGES, AS PROVIDED FOR IN CHAPTER 58, SECTION 58-61, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.
Resolution 23-70

g) Clerk: Ordinance 4016 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 28, PRIOR POLICE SERVICE; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4016
Letter from Attorney Christiansen and Actuarial Report

h) Legal: Ordinance 4019 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-15, STORAGE OF PERSONAL PROPERTY, PROHIBITING THE STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY, INCLUDING PUBLIC RIGHTS-OF-WAY, AND PRIVATE PROPERTY WITHOUT APPROVAL OF OWNER; PROVIDING FOR REMOVAL AND/OR DISPOSAL OF PERSONAL PROPERTY IN VIOLATION OF SECTION 54-15; PROVIDING FOR EXEMPTIONS TO SECTION 54-15; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4019

i) Legal: Ordinance 4020 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-7, SIGNS IN THE PUBLIC RIGHTS-OF-WAY, PROHIBITING THE PLACEMENT OF SIGNS IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REMOVAL AND DISPOSAL OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4020

j) Legal: Ordinance 4021 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 7, PRERETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4021
Letter from Attorney Christiansen and Actuarial Report

8. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) City Administration: Collective Bargaining Agreement between the City of Bradenton and the American Federation of State, County, and Municipal Employees (AFSCME)
2022-2025 AFSCME Contract

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 4:30 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such

card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose 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.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Pam Skelding, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-75: State Housing Initiatives Partnership program (SHIP) 2023 Annual Report

SUGGESTED ACTION: Approve the SHIP 2023 Annual Report.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Every year recipients of SHIP funds are required to complete and submit an Annual Report showing accomplishments made in the close out year and progress made in the interim year. This is where funds encumbered and spent are reported along with the type of projects supported.

FINANCIAL IMPACT:
SHIP is funded from the State's Housing Trust Fund.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed Resolution 23-75.

SUGGESTED MOTION:
Motion to approve Resolution 23-75.

ATTACHMENTS:
Resolution 23-75 and SHIP Annual Report

CITY OF BRADENTON

RESOLUTION NUMBER 23-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA APPROVING THE CITY OF BRADENTON'S 2023 SHIP ANNUAL REPORT; AUTHORIZING THE MAYOR TO EXECUTE THE SHIP ANNUAL REPORT AND LOCAL HOUSING INCENTIVES CERTIFICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to approve the attached 2023 SHIP Annual Report and Local Housing Incentives Certification (the "Certification"); and

WHEREAS, the Report describes housing activities the City undertook during the 2020-21 and 2021-22 program years; AND

WHEREAS, the Report and Certification will be submitted to the Florida Housing Finance Corporation by September 15, 2023 for final review and approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby approves the 2023 SHIP Annual Report;
2. The Mayor is authorized to execute the SHIP Annual Report and Local Housing Incentives Certification;
3. The Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13TH DAY OF SEPTEMBER 2023.

ATTEST:

_____ _____

Tamara Melton — Gene Brown

CITY CLERK — MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille

CITY ATTORNEY

Title: SHIP Annual Report

Report Status: Unsubmitted

Bradenton FY 2020/2021 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Household Rehabilitation	$23,340.30	1				
	Homeownership Totals:	**$23,340.30**	**1**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Rental Totals:						
	Subtotals:	**$23,340.30**	**1**				

Additional Use of Funds

Use	Expended
Administrative	$2,647.39
Homeownership Counseling	$.00
Admin From Program Income	$.00
Admin From Disaster Funds	$.00

Totals:	**$25,987.69**	**1**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$.00
Program Income (Interest)	$98.52
Program Income (Payments)	$31,166.34
Recaptured Funds	$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	$186.46
Total:	**$31,451.32**

*** Carry Forward to Next Year: $5,463.63**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	406	435	549	719	889
VLI	676	724	868	1,003	1,120
LOW	1,081	1,158	1,390	1,605	1,791
MOD	1,623	1,738	2,085	2,409	2,688
Up to 140%	1,893	2,028	2,432	2,810	3,136

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$23,340.30	100.00%
Public Moneys Expended	$.00	.00%
Private Funds Expended	$.00	.00%
Owner Contribution	$.00	.00%
Total Value of All Units	$23,340.30	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$23,340.30	$186.46	12517.59%	65%
Construction / Rehabilitation	$23,340.30	$186.46	12517.59%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	$.00	.00%
Very Low	$23,340.30	74.21%
Low	$.00	.00%
Moderate	$.00	.00%
Over 120%-140%	$.00	.00%
Totals:	$23,340.30	74.21%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low		0		0	$.00	0
Very Low	$23,340.30	1		0	$23,340.30	1
Low		0		0	$.00	0
Moderate		0		0	$.00	0
Over 120%-140%		0		0	$.00	0
Totals:	$23,340.30	1	$.00	0	$23,340.30	1

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Household Rehabilitation	Bradenton		1				1
	Totals:		**1**				**1**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Household Rehabilitation	Bradenton			1		1
	Totals:			**1**		**1**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Household Rehabilitation	Bradenton		1		1
	Totals:		**1**		**1**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Household Rehabilitation	Bradenton		1					1
	Totals:		**1**					**1**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Household Rehabilitation	Bradenton				0
	Totals:				**0**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Implemented, in LHAP	2006
Ongoing review process		Required	Implemented, in LHAP	2009

Support Services

We are fortunate to have several nonprofits offering services to City residents. Those in need of housing can turn to the Salvation Army and their case managers will work with them to strengthen their financial skills to help with transition from temporary housing to permanent housing. Gulf Coast Legal works with those in rental properties battling landlord issues and possible eviction. Goodwill Industries works with individuals on developing job skills that can lead to better employment and higher incomes.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

The Report was advertised in the Bradenton Herald and La Gaceta newspapers. It is also on the City Council agenda for September 13, 2023.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **498**

Mortgage Foreclosures

A. Very low income households in foreclosure: **24**

B. Low income households in foreclosure: **46**

C. Moderate households in foreclosure: **5**

Foreclosed Loans Life-to-date: **75**

SHIP Program Foreclosure Percentage Rate Life to Date: **15.06**

Mortgage Defaults

A. Very low income households in default: **24**

B. Low income households in default: **60**

C. Moderate households in default: **7**

Defaulted Loans Life-to-date: **91**

SHIP Program Default Percentage Rate Life to Date: **18.27**

Strategies and Production Costs

Strategy	**Average Cost**
Household Rehabilitation	$23,340.30

Expended Funds

Total Unit Count: **1** Total Expended Amount: **$23,340.30**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Household Rehabilitation	Thomasena Johnson	402 11th Avenue E.	Bradenton	34208	$23,340.30	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
City of Bradenton	Local Government	Housing Rehabilitation	Administration	$.00

Program Income

Program Income Funds	
Loan Repayment:	$7,902.00
Refinance:	$23,264.34
Foreclosure:	$.00
Sale of Property:	$.00
Interest Earned:	$98.52
Total:	**$31,264.86**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	1
Approved	1
Denied	0

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

Or

√ Not Applicable

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Household Rehabilitation	$23,340.30	1		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Household Rehabilitation	Person with Disabling Condition (not DD)	$23,340.30	1		

Provide a description of efforts to reduce homelessness:

The City of Bradenton Police Department employs an officer who, with the assistance of a social worker working with the Community Redevelopment Agency, connect homeless individuals with shelter and case management services. The City supports the work of the Salvation Army through our CDBG program. We have beds specifically available for the Homeless Outreach Team (HOT). We also support them with funds to help with rent for those facing eviction.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	$402,402.00	
Program Income	$89,419.64	
Program Funds Expended	$129,820.63	
Program Funds Encumbered		
Total Administration Funds Expended	$14,127.73	
Total Administration Funds Encumbered		
Homeownership Counseling	$0.00	
Disaster Funds		
65% Homeownership Requirement	$129,820.63	32.26%
75% Construction / Rehabilitation	$129,820.63	32.26%
30% Very & Extremely Low Income Requirement	$97,238.55	19.77%
30% Low Income Requirement	$32,582.08	6.62%
20% Special Needs Requirement	$129,820.63	32.26%
Carry Forward to Next Year		

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of The City of Bradenton (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2020-21 and interim years 2021-22.The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented.

   Including, at a minimum:

   a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
   b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

2. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $0.

3. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $0.

Staff Member responsible for submitting annual report to FHFC: Pam Skelding

_____ _____

Witness Signature Date Chief Elected Official or Designee Signature Date

_____ _____

Witness Printed Name Chief Elected Official or Designee Printed Name

_____

Witness Signature Date

_____

Witness Printed Name

or

ATTEST (Seal)

_____

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract RFP 23-010EJ with Stantec Consulting Services Inc.

SUGGESTED ACTION: Approval of the Agreement for Mayor's signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This Contract, RFP 23-010EJ is made and entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Stantec Consulting Services Inc., a foreign profit corporation, hereinafter referred to as "Contractor."

Stantec was selected at the July 26, 2023 Council meeting to provide visioning consulting services pursuant to RFP #23-010EJ.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Contract RFP 23-010EJ with Stantec Consulting Services Inc.

ATTACHMENTS:
Contract RFP 23-010EJ with Stantec Consulting Services

CONTRACT FOR VISIONING CONSULTANT SERVICES

THIS CONTRACT is made and entered into as of the _____ day of _____, 2023, by and between THE CITY OF BRADENTON, a Florida municipality, hereinafter referred to as the "City" and STANTEC CONSULTING SERVICES INC., a foreign profit corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City issued Request for Proposals #23-010EJ (the "RFP") to procure a qualified proposer to provide visioning consulting services and gather public input that the City will use in the development of a community vision plan; and

WHEREAS, Contractor was the successful proposer; and

WHEREAS, the parties desire to enter into a contract in accordance with the terms of the RFP.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

A. CONTRACTOR'S SERVICES

The RFP, all addenda to the RFP, and Contractor's proposal (collectively the "Contract Documents"), shall be attached hereto as Exhibit "A", and the terms and provisions contained therein shall be incorporated into this Contract as if fully stated herein. To the extent there is conflict between the terms and provisions of the Contract Documents, this Contract shall prevail over the RFP and addenda thereto, which shall prevail over the Contractor's proposal. The Contractor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills to perform the services as described in the Contract Documents (the "Scope of Work").

B. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor. The term shall be for a period of one year, with the option to renew for four (4) additional one (1) year periods, upon written mutual consent of the Parties.

C. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

1. The City shall pay the Contractor an amount not to exceed the total sum of One Hundred Twenty-Eight Thousand Dollars and 00/100 ($128,000.00) (the "Contract Sum"), which shall be paid in draws upon completion of the tasks described in the Contractor's proposal.

2. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

D. ADDITIONAL SERVICES

1. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.

2. If the City requires the Contractor to perform additional services and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. The additional compensation shall be mutually agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. Any additional service or work performed before a written amendment to this Contract shall not be compensated by the City.

E. METHOD OF PAYMENT

Contractor shall submit an invoice to the City upon completion of the tasks described in the Contractor's proposal. Unless otherwise agreed, the City shall pay the Contractor's invoices in accordance with Florida's Prompt Payment Act.

F. CONTRACTOR'S INSURANCE

Before performing any work pursuant to this Contract, Contractor shall procure and maintain, during the life of this Contract unless otherwise specified, insurance as specified in the RFP.

G. RESPONSIBILITIES OF THE CONTRACTOR

1. Contractor acknowledges that it is familiar with the requirements and specifications of the RFP, including any addenda, and that it will perform the services as reasonably required.

2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

3. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the contractor does not abide by the terms of this Section.

4. The Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

5. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives, upon prior written notice to the Contractor. Such records shall be retained for a minimum of three (3) years after completion of the services. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

H. TIMELY PERFORMANCE OF CONTRACTOR

1. The performance and completion of the required services in accordance with mutually agreed upon time schedule is vitally important to the interest of the City.

2. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the information presented in the RFP. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

3. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits mutually agreed upon by the parties and set forth in this Contract, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

I. OBLIGATIONS OF CITY

1. City shall cooperate fully with Contractor in the performance of Contractor's obligations under this Contract.

2. City shall timely produce and complete accurate information necessary to effectuate the gathering of the public input, at the request of Contractor. City further agrees to provide Contractor with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Contract.

J. TERMINATION

The City reserves the right to terminate the Contract in accordance with the terms of the RFP. The Contractor may terminate this Contract upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the Contractor's invoices will be considered a material breach of this Contract.

K. PUBLIC RECORDS

As required under §119.0701, Fla. Stat., the Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Contractor shall keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City, 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 Florida Statutes, Chapter 119, or as otherwise provided by law;
3. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Contractor does not transfer the records to the City;
4. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and
5. Contractor acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

L. MISCELLANEOUS

1. This Contract and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

2. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

3. The parties hereto do not intend, nor shall this Contract be construed to, grant any rights, privileges or interest to any third party.

4. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City.

5. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

6. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.

7. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

8. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

9. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

10. Any notices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To Owner: City of Bradenton
Attn: Greg DeLong
101 Old Main Street
Bradenton, Florida 34205
Email: Greg.DeLong@bradentonfl.gov

With a copy to: Blalock Walters, P.A
Attn: Scott E. Rudacille, Esquire
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

To Contractor: Stantec
Attn: Matt Lewis
777 S. Harbor Island Blvd, Ste. 600
Tampa, Fl. 33602
Email: Matt.Lewis@stantec.com

With a copy to: Stantec
Attn: Ashley Rankin
777 S. Harbor Island Blvd, Ste. 600
Tampa, Fl. 33602
Email: Ashley.Rankin@stantec.com

M. LIMITATION OF LIABILITY

1. Neither the City nor the Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

2. The total amount of all claims City may have against Contractor under this Contract or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or $100,000. As City's sole and exclusive remedy under this Contract any claim, demand or suit shall be directed and/or asserted only against Contractor and not against any of Contractor's employees, officers or directors.

IN WITNESS WHEREOF, the parties have executed the Contract as of the date last below written.

WITNESS:

Print Name: Johnson, Derrick

Signed By: _____

Date: 8/31/2023

CONTRACTOR:

Print Name: Diane C. Chadwick

Signed By: _____

Title: Principal, Planning

Date: 8/31/2023

CITY OF BRADENTON

ATTEST:

BY: _____
TAMARA MELTON
City Clerk

BY: _____
GENE BROWN
Mayor

Date: _____

Approved as to form:

BY: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A

RFP #23-010EJ, Addenda, and Contractor's Proposal

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 9, 2023 City Council Meeting

SUGGESTED ACTION: Approved

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the August 9, 2023 City Council Meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 9, 2023 City Council meeting.

ATTACHMENTS:
8-9-2023 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

August 9, 2023
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, August 9, 2023.

Present: Mayor Gene Brown; Vice Mayor and Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Josh Cramer; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Jim McLellan, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Lance Williams, Finance Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Lead Pastor Sam Rainer with Bayside Community Church.

(The City does not endorse the religious beliefs of any speaker.)

PROCLAMATIONS: None.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Mike Meehan, P.O. Box 14141, shared his concerns for the potential adverse effects to the environment as a result of vendors operating on the Palma Sola Causeway.

Peter Fitzgerald, 210 3rd Street West, Apartment 8108, voiced his concerns with the homeless population gathering on the Riverwalk.

Kathy Fitzgerald, 210 3rd Street West, Apartment 8108, recommended installing cameras to monitor the homeless activity on Riverwalk. She praised Sergeant Pilant and Officer McNeal for their assistance with the disturbances she reported.

Ed Higgins, 210 3rd Street West, Apartment 206, recommended replacing or remodeling the benches along the Riverwalk to discourage people from sleeping. He also recommended closing the park during certain hours.

Discussion: Homeless issues

CONSENT AGENDA:

a) Administrative Services: Resolution 23-67: 2023-24 CDBG Annual Action Plan
b) City Administration: Reimbursement Agreement with Manatee County

c) City Administration: Resolution 23-71 - Manatee County Comprehensive Emergency Management Plan
d) Clerk: Minutes from the June 14, 2023 City Council Meeting
e) Clerk: Minutes from the July 26, 2023 City Council Workshop
f) Planning & Community Development: Villages of Glen Phase 4A Final Plat Approval
g) Police: FUSUS Real Time Crime Center Command Software
h) Police: Renewal of School Resource Officer Contract for 2023-24
i) Public Works & Utilities: Interlocal Agreement Revision with Manatee County for Temporary Right-of-Way Maintenance
j) Public Works & Utilities: Oyster Habitat Restoration Survey for Permitting
k) Purchasing: PB-23-18MK Agreement with Mader Electric, Inc.
l) Purchasing: PB-23-017NT Agreement with Municipal Equipment Company, LLC

MOTION TO APPROVE THE CONSENT AGENDA was made by Vice Mayor Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4010 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, GENERALLY LOCATED EAST OF 23RD STREET EAST, BETWEEN MANATEE AVENUE EAST AND 3RD AVENUE EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Report:

"Staff recommends approval of Case RV.23.1781 with no stipulations. Planning Commission held a public meeting on June 21, 2023 and voted unanimously (5-0) to recommend approval of Case RV.23.1781 with no stipulations."

The public hearing was opened. Those who wished to speak were invited to the podium. None came. The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4010, VACATING A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77 was made by Councilwoman Coachman and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

a) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4012 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T5, URBAN CENTER TO SD, SPECIAL DISTRICT, FOR PROPERTIES LOCATED AT 101 AND

113 5TH AVENUE DRIVE EAST AND A PORTION OF 102 AND THE ENTIRETY OF 120 MANATEE AVENUE EAST; MORE PARTICULARLY DESCRIBED IN ATTACHED "EXHIBIT A", PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Assistant Director of Planning and Community Development, reminded Council a full presentation was given during the July 26, 2023, City Council meeting. Mr. DeLong said he would be more than happy to give the presentation again if Council wished. He reiterated that although staff recommended denial of the application, the Planning Commission voted for approval by a vote of four to one.

Staff Summary and Recommendation:

> *"It appears that the proposed rezoning request does not meet the intent of the Special District zoning classification. Based on the submitted application materials, the applicant is requesting the zoning change for the subject properties to accommodate a specific use type (car wash), while the intent of the Special District is for redevelopment of a property or area that cannot conform to one or more of the normative community types or transect zones in the Code. It should be noted that as recently as 2021, a retail building and parking lot were in existence on a portion of the subject rezoning area. Further, all adjacent land uses and most of those in the general vicinity of the subject properties are meeting the Form Based Code use types either as a Permitted Use or Special Use.*
>
> *Because the proposed Zoning Atlas Amendment (rezoning) request does not meet the intent of the Form Based Code's description of a Special District, the overall intent of the Urban Central Business District Future Land Use Category, and that the Comprehensive Plan states that car washes are prohibited unless approved by City Council, staff recommends denial of the proposed request."*

The applicant's attorney, Bill Galvano, shared his research regarding the property, such as traffic patterns during peak hours. He said, in his opinion, the proposed car wash and surrounding businesses are neighborhood facilities, not destination facilities, which may account for the traffic volume. He also stated that the proposed site plans include a storage lane that would ease the traffic congestion in that area, even during peak hours.

Mr. Galvano explained that the current zoning allows for a movie theater, restaurants, and parking garages, which would all have a higher visitation density than a car wash. He went on to say that his client was willing to work with the City to landscape and design the building to be compatible with the area.

Mr. DeLong presented the Form Based Code and highlighted that the property is in the T5 Zone, which permits residential, hotels, office buildings, retail, restaurants, museums, and libraries; however, not car washes, as most automotive businesses would need Special Use Permit approval. He pointed out that if Council accepts Mr. Galvano's proposal of re-zoning the area from a T5 Zone to a Special District Zone, any of the businesses currently needing a Special Use Permit would then be permitted to operate in that area.

Councilwoman Gonzalez Moore reiterated Mr. DeLong's point that by re-zoning the area in the future, all current prohibited businesses would be permitted to operate. She encouraged the owner to be creative and develop a business that fits within the T5 zone allowance. Councilwoman Gonzalez Moore stated that changing the zoning to allow automotive businesses was contrary to the objectives to encouraging multimodal transportation and walkability.

Vice Mayor Kocher inquired why the car wash wasn't seeking a Special Use permit, instead of re-zoning to a Special District. Kyle Grimes, also the applicant's attorney, stated that car washes are not allowed to file for Special Use permit, and the only available route is re-zoning the area to a Special District.

The public hearing was opened. Those who wished to speak were invited to the podium. None came. The public hearing was closed.

Mayor Brown shared that when the zoning was classified as T5, that section was not considered to be a walkable area with the busy surrounding streets. However, since then, there had been discussions regarding changing the corridor so that area could be an extension of downtown and be a part of the Urban Core District, where multimodality was a future goal. The Mayor went on to point out that the proposed car wash could generate much less traffic than most of the operations currently permitted for that parcel.

Discussion: Different Form Based Code options other than Special District and the suitability of a car wash in the Urban Core District

MOTION TO APPROVE ORDINANCE 4012 was made by Councilman Cramer and seconded by Vice Mayor Kocher. The motion passed 4-1. Councilwoman Gonzalez Moore voted no.

b) City Administration: ORDINANCE 4013 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 26, ARTICLE II, SECTION 26-38, DISASTER EMERGENCIES; COUNCIL RESPONSIBILITY, TO ALLOW THE MAYOR OR VICE-MAYOR TO DECLARE A DISASTER EMERGENCY AND ISSUE EMERGENCY ORDERS IN THE EVENT THE QUORUM OF CITY COUNCIL CANNOT BE ATTAINED IN PERSON WITHIN A REASONABLE TIME; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened. Those who wished to speak were invited to the podium. None came. The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4013 was made by Councilman Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

The meeting was recessed at 9:35 a.m. and reconvened at 9:46 a.m.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY, AND COUNCIL:

a) Public Works & Utilities: Poole & Kent Company of Florida Conditional Contract Award

Jim McLellan, Director of Public Works and Utilities, announced Jones Edmunds recommended Poole & Kent Company as the awardee for the WRF Addition of 4th Clarifier Plant modifications associated with the Injection Well Project. Mr. McLellan explained this would be a conditional award, as it is contingent on the approval of the State Revolving Fund (SRF) loan. He explained that the SRF loan is a low-interest loan through the Florida Department of Environmental Protection for infrastructure projects.

Discussion: Water treatment process and cost increases due to inflation

MOTION TO APPROVE THE CONDITIONAL AWARD OF CONTRACT TO POOLE & KENT COMPANY OF FLORIDA PENDING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND APPROVAL OF THE PROJECT FOR FUNDING was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

b) City Administration: City Health Insurance

Rob Perry, City Administrator, and Lance Williams, Finance Director, presented proposed changes to the Retiree Health Insurance Program. Mr. Williams explained that retirees who worked for the City for at least 20 years receive a stipend, which was a variety of different payments that were made to cover the cost of their insurance premiums.

Mr. Perry went on to explain that the claims in 2022 reached $1.9 million for the 179 retired City employees that were enrolled in the program. Mr. Perry proposed an adjustment to cost sharing to offset the administrative costs of managing the insurance program by third-party vendors.

An additional change to the insurance coverage, explained Mr. Perry, could be the 75/25 coverage for the employee/dependent(s).

Discussion: Better communication and educating retirees about using the City's plan as supplemental insurance coverage

Mr. Williams announced City staff would host meetings to answer retirees' questions and better educate on the changes that were being made.

MOTION TO ADOPT THE RECOMMENDATION FROM FINANCE DEPARTMENT STAFF TO REVISE THE CITY RETIREES' HEALTH INSURANCE PLANS TO MIRROR THE HEALTH INSURANCE CHANGES FOR ACTIVE EMPLOYEES FOR FISCAL YEAR 2024 AND TO AUTHORIZE STAFF TO EXPLORE ADDING THE BENEFIT OF TELEDOC SERVICES FOR RETIREES was made by Councilman Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Ward V Pam Coachman: Councilwoman Coachman was delighted by the citizens' sharing and encouraged them to continue participating in local government.

Councilwoman Coachman inquired if the striping on 9th Street, between 17th Avenue and 26th Avenue, was an upcoming project. Mr. McLellan informed that there were funds available in the Paving Program to re-stripe that area.

Vice Mayor and Councilwoman Ward I Jayne Kocher: Vice Mayor Kocher shared that she participated in the Central CRA meeting and enjoyed being able to hear comments or concerns from residents.

She applauded Public Works and Utilities staff for their careful planning of the paving in downtown Bradenton by not completely shutting down roads while the vendor completed the work.

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey commented on the number of phone calls from citizens she received regarding people panhandling. She encouraged citizens to donate to approved homeless and outreach centers rather than giving money to panhandlers.

Councilwoman Barnebey thanked Mr. McLellan and his staff for all of their hard work at Lewis Park and commented on the positive response she had received from residents.

She asked Mr. McLellan to elaborate on the comments made by citizens concerning the security issues at the Riverwalk. Mr. McLellan announced Public Works staff will research adding a railing system to the benches to separate the seats.

Councilwoman Barnebey shared her condolences for the family of Francis F. Davis and thanked all who expressed their sympathy for the loss of her husband's step-sister.

Councilman Ward III Josh Cramer: Councilman Cramer thanked Public Works and Utilities staff for the signage informing residents of upcoming road work and also for the efficient work itself.

Councilman Cramer expressed his appreciation for the meetings between local governments in Manatee County.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore shared that the Homeless Coalition was meeting tomorrow, August 10, 2023, and she would regularly update the Council at meetings.

Mayor Gene Brown: Mayor Brown shared that there was a Keep Manatee Beautiful cleanup event in the morning and invited everyone to attend.

Mayor Brown thanked community partners as well as Sergeant Pilant and Officers Jessica Sirignano and Kaylee Gruenig. He emphasized the need to help the area around The Salvation Army and looked forward to working with their staff.

Mayor Brown was enthused about the positive changes at Lewis Park and how so many people were enjoying the upgrades.

Mayor Brown was pleased to announce that Bradenton would host the Ladies Professional Golf Association (LPGA) tournament at the Bradenton Country Club on January 22-28, 2024.

DEPARTMENT HEAD REPORTS:

Mr. McLellan shared the ten-year plan for updating the roadways and underground utilities in the City. He also announced that Public Works staff was in the process of finalizing a grant request for a resiliency plan.

Mr. McLellan introduced Public Works and Utilities new Utility Section Manager, LaTishia Smith, who was a licensed Wastewater Treatment Plant Operator.

Chief Geer announced that the Bradenton Fire Department was awarded a $40,000 grant from Firehouse Subs for rescue tools.

Chief Geer was pleased to announce that the Fire Department maintained an Insurance Services Office (ISO) Class Two rating and thanked all City staff who helped with their efforts.

Mayor Brown adjourned the City Council meeting at 11:02 a.m.

NOTE: This is not a verbatim record. An audio CD or DVD recording of the meeting is available upon request.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 9, 2023 City Council Workshop

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the August 9, 2023 City Council Workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 9, 2023 City Council workshop.

ATTACHMENTS:
8-9-2023 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
August 9, 2023
1:00 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 1:00 p.m. on Wednesday, August 9, 2023.

Present: Mayor Gene Brown; Vice Mayor and Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Josh Cramer; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Jim McLellan, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Lance Williams, Finance Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The Workshop was called to order by Mayor Gene Brown.

Comprehensive Plan Evaluation and Appraisal Report

Robin Singer, Planning & Community Development Director, presented information on the Comprehensive Plan, including:

- Comprehensive Plan was a State requirement under the Florida Growth Management Act
- Every seven years, the Plan would need to be reevaluated
- Required amendments in the last three years
- Plan has to be updated by September 1, 2024
- Impact Fees: check for compliance
- Mobility Plan fee to replace the Road Impact fee
- Design regulations
- New legislative regulations
- Building permit fees cannot be increased in areas where there has been a disaster declaration for Ian or Nicole until October 1, 2024
    - Planning revenue was low and this prohibition stunts revenue growth
- Fee assessment review

Citizen Comment

Mayor Brown invited anyone who wished to speak on the Comprehensive Plan presentation to approach the podium.

Carl Callahan, 114 25th Street West, advised being cognizant of who is the approving body when making administrative changes to policies, including the Comprehensive Plan.

Building Height Presentation:

Ms. Singer presented a map displaying the Urban Core designation, different zoning areas, and their maximum allowable height restrictions.

- T5: with all bonuses, the maximum was 12 stories
    - Base of five
    - Leed Certified: four stories
    - Workforce housing: two stories
    - Public Art: one story
- T6: with all bonuses, the maximum was 20 stories
    - Base of eight
    - Leed Certified: eight stories
    - Workforce housing: three stories
    - Public art: one story

Discussion: Urban Core Perimeter and changing the term "Leed Certification"

- Options to increase the height maximum
    - Rezone T5 to T6
    - Allow T6 height in T5 district for a limited time
    - Discount parking levels as stories
    - Allow payments into the Affordable Housing Trust Fund without restrictions
    - Allow greater height with restrictions or incentives
- Recommendation
    - Allow T6 height in T5 districts within the Urban Core Future Land Use
    - Allow parking levels above 60% ground floor retail to be discounted from the height, subject to design approval
    - Any option should be time-limited
        - Five years to obtain City Council approval
        - Five years from Council approval to commence development
    - Allow Council-approved adjustments to height in T6 without meeting the Affordable Housing Provision, subject to time limitations.

Discussion: Where to restrict affordable housing and if it should be restricted to market-value properties.

Ms. Singer informed Council the Planning & Community Development staff would draft an amendment, present to the Planning Commission, and then present their findings to Council.

Citizen Comment

Mayor Brown invited anyone who wished to speak on the building height presentation to approach the podium.

Mr. Callahan informed the Council on the history of the Form Based Code and affordable housing incentives.

Ron Allen, President of NDC Construction Company, explained that by adding two floors of workforce housing to market-rate projects, the economic viability of the project could decrease substantially. He

went on to share that NDC Construction Company built affordable housing from the profits of market-rate housing, incentives, and Community Redevelopment Agency (CRA) contributions. Mr. Allen recommended expanding the Urban Core to include more of the east side of the City.

Mr. Callahan shared his historical knowledge and advice regarding incentive pathways for workhouse housing.

Self-Storage Facility Discussion

Greg DeLong, Planning & Community Development Assistant Director, opened a discussion regarding Self-Storage facilities and asked for Council direction.

- Design and landscaping standards
- Currently there are no restrictions or limitations
- Open outdoor storage is prohibited

Planning Commission Comments – discussed at the Planning Commission on July 19, 2023

- Increase landscape buffers
- Require higher design standards
- Retail in front of use or on ground level

Options – Restrictions/Enhancements

- Separation requirements
- Increase landscaping standards
- Increase setbacks to accommodate landscaping and retail along streets
- Design standards (retail/office component or appearance along streets; no exterior garage doors)
- Make Special Uses (establish criteria for approval)

Mr. DeLong said staff would work on criteria and then bring the discussion back to City Council for more direction.

The City Council Workshop adjourned at 2:52 p.m.

NOTE: This is not a verbatim record. An audio CD or DVD recording of the meeting is available upon request.

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 27, 2023 Emergency Meeting

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the August 27, 2023 Emergency meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 27, 2023 Emergency Meeting.

ATTACHMENTS:
8-27-23 City Council Emergency Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL EMERGENCY MEETING MINUTES

August 27, 2023
6:30 P.M.

The City of Bradenton City Council met in Council Chambers, 101 Old Main Street, Bradenton, Florida, at 6:30 p.m. on Sunday, August 27, 2023.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilwoman Ward III Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

Councilman Josh Cramer was excused.

City Officials: Rob Perry, City Administrator; Tim Geer, Fire Chief; Jim McLellan, Public Works & Utilities Director; Karen Lanke, IT Director; and Tamara Melton, City Clerk.

Mayor Gene Brown called the meeting to order at 6:30 p.m.

RESOLUTION NUMBER 23-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, DECLARING THAT THE THREAT OF A STATE OF EMERGENCY IS IMMINENT AND THAT THE EMERGENCY MANAGEMENT PRACTICES AND PROVISIONS OF THE CITY OF BRADENTON SHALL BE INSTITUTED; AND PROVIDING AN EFFECTIVE DATE.

Rob Perry, City Administrator, provided an update on the track and expected weather patterns from Tropical Storm Idalia. Mr. Perry said he would continue to monitor the situation with City staff and keep Council informed during the event.

MOTION TO APPROVE RESOLUTION 23-74 AS PRESENTED was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 4-0. Councilman Cramer was excused.

The City Council Emergency Meeting adjourned at 6:39 p.m.

NOTE: This is not a verbatim record.

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 13, 2023
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	FDEP Agreement Legislative Appropriation PA0469 for Sanitary Lift Station Emergency Generators
SUGGESTED ACTION:	Council approval of agreement and authorization for the Mayor to sign on behalf of the City

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City received a legislative appropriation through FDEP for $500,000 to provide emergency backup power for lift stations. The City will be purchasing new generators and ancillary equipment for LS14, LS17, LS23, and LS41. Agreement number LPA0469.

FINANCIAL IMPACT:
Reimbursement from FDEP for up to $500,000 for emergency backup power for lift stations.

ATTORNEY REVIEW/RECOMMENDATION:
Scott Rudacille reviewed; No objection 09.01.2023

SUGGESTED MOTION:
Motion to approve Agreement PA0469 with Florida Department of Environmental Protection for Sanitary Lift Station Emergency Generators.

ATTACHMENTS:
FDEP Agreement PA0469

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Bradenton Sanitary Sewer Lift Station Emergency Generators**
Agreement Number: **LPA0469**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton** Entity Type: **Local Government**

Grantee Address: **101 Main Street, Bradenton, Florida 34205** FEID: **59-6000283** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **March 31, 2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (27.4874, 82.5698)**

Project Description: **The grantee will purchase generators that will be used as an emergency power source**

5. Total Amount of Funding: **$ 500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **500,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **500,000.00**

6. Department's Grant Manager
Name: **Thomas Montgomery** or successor
Address: **3900 Commanwealth Boulevard** **Tallahassee, Florida 32399-0000**
Phone: **(850) 245-2967**
Email: **Thomas.Montgomery@Floridadep.gov**

Grantee's Grant Manager
Name: **Kim Clayback** or successor
Address: **1411 9th Street W** **Bradenton, Florida 34205**
Phone: **(941) 708-6304**
Email: **Kim.clayback@brandentonFL.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☒ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Thomas Mongomer, DEP Grant Manager

_____
Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred 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.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0469

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Bradenton Sanitary Sewer Lift Sation Emergency Generator. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on, July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☒	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
The purchase of non-expendable personal property or equipment costing $5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:
a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
Subcontracting is not permitted under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bradenton Sanitary Sewer Lift Station Emergency Generators

PROJECT LOCATION: The Project will be located in the City of Bradenton within Mantee County; Lat/Long (27.4874, 82.5698).

PROJECT BACKGROUND: The City of Bradenton (Grantee) will purchase and install dedicated emergency standby power generators at multiple sanitary sewers pumping stations, which are at locations in the city adjacent to surface water bodies, where power failures during storm events could result in raw sewage overflows. Currently, when power outages occur at these stations, portable generators are mobilized, but access to the sites can be inhibited by street flooding, which slows the response time, increasing the chance for sewage overflows. The project will provide enhanced resiliency for the Grantee's wastewater system and assure safe and effective conveyance of wastewater to the wastewater treatment plant for full treatment during power outages and emergency conditions.

PROJECT DESCRIPTION: The Grantee will purchase three 150kW generators and one 125kW generator. Any funds remaining will pay for a portion of the installation of the generators. The remaining cost for the transfer switches and additional cost related to installation will be paid for by the Grantee's Utility Infrastructure fund.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task # 1: Equipment Purchase

Deliverables: The Grantee will purchase the following equipment: three 150kW generators and one 125kW generator. The funding will not cover installation of the generators however a portion of the funding will be applied to installation.

Documentation: The Grantee will submit purchase order(s) and/or vendor invoice(s) for delivery, installation and start up (as applicable).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Equipment Purchase	Equipment	$500,000	07/01/2023	09/30/2024

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	$500,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0496
Project Title:	Bradenton Sanitary Sewer Lift Station Emergency Generators
Grantee Name:	City of Bradenton
Grantee's Grant Manager:	Kim Clayback
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager **(*Original Ink or Digital Timestamp*)**	Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FDEP Agreement Legislative Appropriation LPA0470 for Sanitary Sewer Pipe Lining

SUGGESTED ACTION: Council to approve entering into the agreement and authorizing the Mayor to sign on behalf of the City.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City requested and received a legislative appropriation to assist in lining clay sanitary pipes in the collection system. The appropriation is for $375,000 and requires an agreement between the City and FDEP to process reimbursement for the expenses.

FINANCIAL IMPACT:
Reimbursement quarterly from the state up to $375,000

ATTORNEY REVIEW/RECOMMENDATION:
Scott Rudacille reviewed 08.28.2023

SUGGESTED MOTION:
Motion to approve FDEP Agreement LPA0470 for Sanitary Sewer Pipe Lining reimbursement.

ATTACHMENTS:
FDEP Agreement LPA0470

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Bradenton Sanitary Sewer Lining Program for Infiltration/Inflow Reduction**
Agreement Number: **LPA0470**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton** Entity Type: **Local Government**

Grantee Address: **101 Old Main Street, Bradenton, Florida, 34205** FEID: **59-6000283** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **December 31, 2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long: (27.4875, -82.5699)**

Project Description: **The Grantee will inspect, clean and line approximately 8,000 linear feet of 8-inch vitreous clay pipe in Lift Station 2.**

5. Total Amount of Funding: **$ 375,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **375,000.00**
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **375,000.00**

6. Department's Grant Manager

Name: **Thomas Montgomery** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Phone: **850-245-2967**
Email: **Thomas. Montgomery@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Kim Clayback** or successor
Address: **1411 9th St W**
Bradenton, FL 34205
Phone: **941 708-6304**
Email: **Kim.clayback@bradentonFL.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Thomas Montgomery, DEP Grant Manager

_____

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred 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.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0470

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Bradenton Sanitary Sewer Lining Program for Infiltration/Inflow Reduction. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bradenton Sanitary Sewer Lining Program for Infiltration/Inflow Reduction

PROJECT LOCATION: The Project will be located in the City of Bradenton within Manatee County; Lat/Long (27.4875, -82.5699).

PROJECT BACKGROUND: The City of Bradenton (Grantee) is working under a consent order to reduce unauthorized discharges from the wastewater plant where flow has not received complete secondary treatment. As part of the consent order, the Grantee completed an Inflow and Infiltration Study. The data analysis for the study was based on the following 24 hours after a 3-inch storm event to determine the amount of inflow and infiltration the lift stations experienced. A large portion of the infiltration cited in the study is related to sanitary manhole and pipe lining, as more than half of the City's lift stations and their associated collection systems were built prior to 1970. These collection systems utilize materials like vitreous clay pipe (VCP) that are more subject to cracking as the water table moves with the seasons, and brick manholes that are more prone to infiltration. This project is directed at pipe lining in an area with multiple water bodies, outdated infrastructure, and a lift station that showed 3.3 MG of additional flow due to inflow and infiltration from the single rain event analyzed in the study. The grant funds and City funds will line more than 20,000 linear feet (LF) of pipe in the proposed rehabilitation areas; the total lining throughout the City for the next 12 months will exceed 79,000 LF. The Grantee's net goal is to reduce the peak flow through the treatment plant from 35 MGD to 20 MGD and to reduce or eliminate unauthorized discharge events at the plant.

PROJECT DESCRIPTION: The Grantee will inspect, clean and line approximately 8,000 linear feet (LF) out of the proposed 221,640 LF outlined in the priority pipe lining projects. The piping will be lined with cured-in-place-pipe (CIPP) that utilizes trenchless technology, allowing for rehabilitation without roadway disruption or loss of service to customers and extends the life of the piping.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will utilize the selected contractor to clean and CIPP line approximately 8,000 LF of sanitary piping in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$375,000	07/01/2023	06/30/2025
		Total:	$375,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	$375,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$375,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0470
Project Title:	Bradenton Sanitary Sewer Lining Program for Infiltration/Inflow Reduction
Grantee Name:	City of Bradenton
Grantee's Grant Manager:	Kim Clayback
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period**:

- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(***Original Ink or Digital Timestamp***)

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-23-020NT Agreement with Cintas Corporation No. 2

SUGGESTED ACTION: Approve agreement for Mayor's Signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Cintas Corporation No. 2 agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with facilities management products and solutions services. This agreement is in accordance with the specifications per the Prince William County Public Schools Contract No. R-BB-19002, including all amendments, and Prince William County Public Schools Request for Proposal #R-BB-19002, and Contractor's response thereto (the "Contract Documents"), attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 13, 2025, with one (1) additional two (2) year period options.

FINANCIAL IMPACT:
Included in FY-23-24 budget

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:

Motion to approve PB-23-020NT Agreement with Cintas Corporation No. 2

ATTACHMENTS:
PB-23-020NT with Cintas Corporation No. 2

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-23-020NT BETWEEN THE CITY OF BRADENTON AND CINTAS CORPORATION NO. 2

Cintas Corporation No. 2 agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with facilities management products and solutions services. This agreement is in accordance with the specifications per the Prince William County Public Schools Contract No. R-BB-19002, including all amendments, and Prince William County Public Schools Request for Proposal #R-BB-19002, and Contractor's response thereto (the "Contract Documents"), attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 13, 2025, with one (1) additional two (2) year period options, with the following modifications:

1. All references to "Prince William County Public Schools" and "Purchasing Agency" and "PWCH" shall be replaced with "City of Bradenton, Florida."

2. All references to the "Contract Administrator" shall be replaced with "

Nicholas Toth, Purchasing Analyst, 941-714-7504, Nicholas.toth@bradentonfl.gov

3. Section 11.5 of the RFP shall be deleted in entirety and replaced with the following:

> Contractor will not commence work under the Agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of the Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

Part Two - The minimum amount of coverage required by Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to work performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this Agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Purchasing
Reference: PB23-020NT

4. Section 22 of the Contract Provisions in the RFP shall be revised to reflect that the Agreement shall be governed by the laws of the State of Florida and venue of any court action shall be in Manatee County, Florida.

5. Section 29 of the Contract Provisions in the RFP shall be deleted in entirety and replaced with the following:

E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

6. A new Section 8 shall be added to the Agreement as follows:

Public Records. To the extent applicable, the Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

A. Contractor shall keep and maintain public records required by the City in order to perform the service;

B. Upon request from the City, 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 Florida Statutes, Chapter 119, or as otherwise provided by law;

C. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City;

D. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and,

E. Contractor acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
Phone: (941) 932-9400

Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

7. A new Section 9 shall be added to the Agreement as follows:

Notices. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To Owner: City of Bradenton
Attn: Purchasing
101 old main Street
Bradenton, Florida 34205

To Contractor: Cintas Corporation No. 2
Attn: Mr. Craig Jackson, Director
6800 Cintas Blvd.
Mason, OH, 45040

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Daniel Bell

Service Manager of Cintas Corporation No. 2

8/22/23
Date

Gene Brown, Mayor
City of Bradenton

Date

Jim McLellan

Jim McLellan, P.E., Director
City of Bradenton Public Works and Utilities

08/22/23
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-BB-19002

This Contract entered into this ***13th*** *day* ***December, 2018*** *by,* ***Cintas Corporation No. 2 (or any of its subsidiaries and affiliates) , 6800 Cintas Blvd., Mason OH 45040,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

   3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

4. **CONTRACT ADMINISTRATOR**: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

   Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu

5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).

6. **PAYMENT TERMS**: 2% Discount Net 15, Standard terms are Net 30 days

7. **TERMINATION FOR CONVENIENCE:**

7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.

7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.

7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.

7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.

7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Claio Jackson
Type Name

National Director - Govt Sect
Title

12/19/18
Date

PURCHASING AGENCY:

Authorized Signature

Anthony Crosby, CPPO, CPPB
Type Name

Supervisor of Purchasing
Title

12/21/18
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
b. Contractor's proposal dated August 13, 2018;
c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
d. Contractor's best and Final Offer, dated October 5, 2018;
e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.
h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

Contractor Authorized Signature — 12/19/18 Date

National Director - Government
Title

Anthony Crosby
Supervisor of Purchasing — 12/21/18 Date

Attachment A

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?
   All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description		List Price	USC Pricing
D10	Small Dispenser		[redacted]	
D16	Medium Dispenser			
D20	Large Dispenser			
R110	Return Unit			
RX	Wall Mounted Unit			

   The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?
   Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?
   Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is [redacted]

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?
   Yes. Yes

6. Do you work on Halon fire suppression systems?
   Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a [redacted] discount, per the US Communities contract.

7. What is the price for the training programs you offer?
   The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. **Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?**

Bonnie Sietman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sietman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diegp
Phone: 619-236-6104
mehelm@sandiego.gov

Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
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10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?
Since 2016, Fulling implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?
Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?
About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?
We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?
Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?
Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?
It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?
Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.
Minimum stop Charge: [redacted]-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least [redacted] Ex: Actual weekly rental is [redacted] for uniforms and mats. Customer is charged [redacted] as the "min stop charge" on top of the [redacted] To reach a total of [redacted] We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- [redacted] The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: [redacted] this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?
Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is [redacted] Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?
[redacted]

21. Do you offer "tall/Long" sizes?
We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?
Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions.

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?
Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to [redacted] in 10 years.

25. Should Brent Schafer be listed as the Executive?

    Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?
    The L/R charge will also be reduced by [redacted]. See Link below to Cintas full catalog: www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?
    Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:
    a. What company will be required to purchase from?

    Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

    This program is based on Cintas using **National Safety Apparel** for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

    b. No information listed in Schedule A. No pricing, etc.
       See attached excel document with pricing. The addendum was a blank template.

    c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.
       No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:
    d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes?
       The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

    e. Line 65908 – What are normal hours and excess hours?
       Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**
    Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

    [redacted] Updated document.

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

    [redacted]. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

    Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

    Catalog is online and can be accesses with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

    Yes, Net 30 is standard term. Updated document.

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS

DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	[redacted]	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, [redacted] off of local pricing structure.
2 Uniform Leasing		
3 Uniform Purchase		
4 Shoe Purchase		
5 Mat/Mop Rental		
6 Mat/Mop Leasing		
7 Mat/Mop Purchase		
8 Restroom Supplies		
9 Restroom Services		
10 Deep Cleaning Services		
11 First Aid/Safety Supplies		Can Vary by product. Minimum savings listed
12 AEDs		
13 Fire Protection Services		
14 Promotional Products		Can Vary by product. Minimum savings listed
15 Miscellaneous		
16 Other		

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Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean

Set Up Charge	Anytime we have to use the truck to clean a customer	[redacted]	
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		

Garment Rental

Minimum Order Size	$ [redacted]
Lockers	$
Make Up -Waived on initial installation and for the 1st 30 days of service	$
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost
Name Tag	$
Size Premium (starting at 2XL)	$

DEEP CLEANING

Service Description	Description	Price	Pricing Detail
		Carpet	
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish	[redacted]	
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish		
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount		
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable		
Standard Carpet Cleaning	4 Step - PARR Process - Portable		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable		
Wool Carpet Cleaning	2 Step - Prespray and Rinse		
Carpeted Steps	Cleaning Only		If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step		
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning		
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning		
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)		Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount		
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount		
Standard Tile	4 Step - PARR Process >2" - Truck Mount		
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount		
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning		
Color Seal (After Cleaning)	Color Seal < 2" Tile		
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile		
Color Seal (After Cleaning)	Color Seal > 8" Tile		
Kitchen Cleaning	Used anytime we clean a Kitchen. Does not include Sealer		
Standard Tile	5 Step - PARR Process plus Sealer - Portable		
Standard Tile	5 Step - PARR Process 2" or Less - Portable		
Standard Tile	4 Step - PARR Process >2" - Portable		
Standard Tile	4 Step - PARR Process 2" or Less - Portable		
Concrete Cleaning	Interior - Truck Mount Only		
Concrete Cleaning	Exterior - Truck Mount Only		
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		
Restroom Cleaning - Sanit UltraClean	Touchless Restroom Cleaning that sanitizes and removes soils from all surfaces, floors & fixtures		Base Charge - Weekly and Every Other Week $35.00; Monthly $55.00

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Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge
1	Cintas	935	EA	Comfort Work Shirts 65/35 Poly Cotton		[redacted]		
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton				
3	Cintas	66278	EA	High Image Womens Work Shirt 65/35 Poly Cotton				
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton				
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton				
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton				
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton				
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton				
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton				
10	Cintas	340	EA	Cotton Work Pants 100% Cotton				
11	Cintas	394	EA	Jean Pant 100% Cotton				
12	Cintas	82670	EA	Chef Coat 65/35 Poly Cotton				
13	Cintas	71125	EA	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton				
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton				
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton				
16	Cintas	275	EA	High Image Perfomance Polo Shirt 100% Microfiber Poly				
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly				
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)				
19	Cintas	395	EA	Womens Fit Comfort Work Pant				
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly				
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly				
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly Cotton				
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton				
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton				
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton				
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly				
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton				
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton				
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton				
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton				
31	Carhartt	280	EA	Flame Resistant Jean				
32	Carhartt	290	EA	Flame Resistant Carpenter Jean				
33	Carhartt	294	EA	Flame Resistant Work Shirt				
34	Carhartt	371	EA	Flame Resistant Work Pant				
35	Carhartt	391	EA	Flame Resistant Coverall				
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL				
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size				
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL				
41	Cintas	10196	EA	3x5 Traffic Mat				
42	Cintas	1801	EA	2x3 Spring Mat				
43	Cintas	1802	EA	3x5 Spring Mat				
44	Cintas	84302	EA	3x5 Safety Mat				
45	Cintas	84301	EA	3x5 Logo Mat				
46	Cintas	6913	EA	24 oz Synth Wet Mop				
47	Cintas	9582	EA	Pulse Mop				
48	Cintas	9581	EA	Dual Chamber Mop Bucket				
49	Cintas	7116	EA	12" Microfiber Mop Head				
50	Cintas	7001	EA	36" Microfiber Mop Head				
51	Cintas	7245	EA	Microfiber Mop Handle				

Nationwide Usage					Proposed Price/Equipment				
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Catagory)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (If different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	[redacted]				
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton					
3	Cintas	66278	EA	High Image Womens Work Shirt 65/35 Poly/Cotton					
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton					
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton					
6	Cintas	270	EA	Comfort WorkCargo Pant 65/35 Poly/Cotton					
7	Cintas	370	EA	Comfort WorkCargo Short 65/35 Poly/Cotton					
8	Cintas	205	EA	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cot					
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton					
10	Cintas	340	EA	Cotton Work Pant 100% Cotton					
11	Cintas	394	EA	Jean Pant 100% Cotton					
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only				65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant W/Drawstring 65/35 Poly/Cotton				36550	Baggy Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)					
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton					
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly					
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro					
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim					
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton					
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly					
21	Cintas	268	EA	Pro-Knit Polo Shirts 100% Poly					
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton					
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton					
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton					
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only				59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly					
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only				332	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only				74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100%Cotton Rental Only				74308	Carhartt Carpenter Jeans 100%Cotton Direct Dale
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only				74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only				63869	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only				70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only				60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only				70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only				8723	Tecasafe Plus FR Coverall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL				65493	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL				106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size				82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL				106943	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Beret)					
41	Happy Chef	100446	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago					

Hand & Head Protection Program Options			
Cintas Item Number	**Hand Protection Program**	**Lease/Week**	**LR Rates**
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		
869320350	11" Class 00 Rubber Insulating Gloves - Black		
754910300	ARC Guard FR Knit Glove		
869380000	10" Leather Protectors		
601960600	Canvas Glove Bag		
	Hand Protection Weekly Cost	$	
	Head Protection Program		
601940000	Clear Safety Glass		
745030300	12cal PureView Faceshiled		
745010000	MSA Slotted Hard Hat - White		
823370200	12cal Balaclava - NAVY		
744370260	Electric Gear Bag		
	Head Protection Weekly Cost	$	
	Total Progam Weekly Cost	**$**	

[redacted]

Available Glove Sizes 8-12

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SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100		
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets		
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2		
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks		
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs		
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets		
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets		
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets		
9	CINTAS	112039	COLD RELIEF	BOX	40 packets		
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes		
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets		
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets		
13	CINTAS	150110	TWEEZERS, METAL	PAC	3 tweezers		
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets		
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles		
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs		
17	CINTAS	102435	LIPAID SMALL	BAG	10 packets		
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets		
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets		
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages		
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets		
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets		
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages		
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages		
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets		
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials		
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets		
28	CINTAS	112029	COLD RELIEF	BAG	25 packets		
29	CINTAS	44429	LARGE PATCH 2"X3",	BOX	15 bandages		

CINTAS

Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
	Services:				
SC	Minimum Order Size per stop	Per stop.	ea		
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea		
	Unit Test, Recharge and Repair Parts:				
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea		
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea		
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea		
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea		
EEPIN	Pull Pin	Per unit.	ea		
	New Extinguishers:				
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
	Emergency Light Parts and Services:				
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea		
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea		
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea		
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea		
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea		
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea		
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea		
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Item	Description	Comment	Qty	US Price	California Price	USC Pricing	% Savings from US Price
	Inspection & Parts						
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	[redacted]			
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea				
EELINK	Fusable Link	Per unit.	ea				

Item	Description	Comment	Qty	California Price	USC Price
		Inspection & Parts			
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea		[redacted]
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea		
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea		
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea		
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Item	Description	Comment	Qty	California Price	USC Pricing
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea		[redacted]
INFAID	Devices Per Device (somke det. bell, horn, strobe, pull station)	Per device.	ea		[redacted]
INFADD	Duct Detectors	Per unit.	ea		[redacted]

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea	[redacted]	
Labor - Overtime	ea		
Labor - Weekend/Holiday	ea		
Emergency Service Call	ea		

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	$ [redacted]	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	$ [redacted]	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT	7	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
650018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	$ [redacted]	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	$ [redacted]	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	$ [redacted]	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	$ [redacted]	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	$ [redacted]	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	$ [redacted]	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	$ [redacted]	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	$ [redacted]	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	$ [redacted]	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	$ [redacted]	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	$ [redacted]	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	$ [redacted]	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	$ [redacted]	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	$ [redacted]	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	$ [redacted]	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	$ [redacted]	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	$ [redacted]	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	$ [redacted]	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	$ [redacted]	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	$ [redacted]	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	$ [redacted]	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	$ [redacted]	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	$ [redacted]	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	$	[redacted]	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	$	[redacted]	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	$	[redacted]	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	$	[redacted]	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	$	[redacted]	Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		$		
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		$	[redacted]	Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		$	[redacted]	Per Class

MERCHANDISE & OMNIA PRICING							
Supplier/Item Number	Description	LEASE PRICE	New Lease Price	RENTAL PRICE	New Rental Price	L/R PRICE	New L/R Price
	Garments						
205	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	$ 0.141	$ 0.152	$ 0.185	$ 0.199	$ 18.459	$ 19.881
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	$ 0.185	$ 0.199	$ 0.250	$ 0.269	$ 21.717	$ 23.389
268	Pro-Knit Tee Shirt 100% Poly	$ 0.141	$ 0.152	$ 0.185	$ 0.199	$ 17.374	$ 18.711
270	Comfort Work Cargo Pants 65/35 Poly Cotton	$ 0.271	$ 0.292	$ 0.358	$ 0.386	$ 29.318	$ 31.575
273	High Image Work Shirt 65/35 Poly Cotton	$ 0.206	$ 0.222	$ 0.271	$ 0.292	$ 24.974	$ 26.898
275	High Image Perfomance Polo Shirt 100% Microfiber Poly	$ 0.271	$ 0.292	$ 0.369	$ 0.398	$ 30.404	$ 32.745
280	Flame Resistant Jean	N/A	N/A	$ 0.590	$ 0.636	$ 52.576	$ 56.624
290	Flame Resistant Carpenter Jean	N/A	N/A	$ 0.590	$ 0.636	$ 52.576	$ 56.624
294	Flame Resistant Work Shirt	N/A	N/A	$ 0.451	$ 0.485	$ 52.576	$ 56.624
317	Food Service, Female Chef Coat, XS-XL	$ 0.358	$ 0.386	$ 0.478	$ 0.515	$ 27.146	$ 29.236
330	Cotton Work Shirt 100% Cotton	$ 0.206	$ 0.222	$ 0.271	$ 0.292	$ 19.545	$ 21.050
340	Cotton Work Pants 100% Cotton	$ 0.271	$ 0.292	$ 0.369	$ 0.398	$ 25.517	$ 27.482
366	High Image Jacket 65/35 Poly Cotton	$ 0.282	$ 0.304	$ 0.380	$ 0.409	$ 48.863	$ 52.626
370	Comfort Work Cargo Short 65/35 Poly Cotton	$ 0.261	$ 0.281	$ 0.337	$ 0.363	$ 29.318	$ 31.575
371	Flame Resistant Work Pant	N/A	N/A	$ 0.451	$ 0.485	$ 47.211	$ 50.846
374	Executive Dress Shirt 57/43 Poly Cotton	$ 0.206	$ 0.222	$ 0.271	$ 0.292	$ 23.889	$ 25.728
381	Carhartt 5 Pocket Jeans 100% Cotton	$ 0.304	$ 0.327	$ 0.402	$ 0.433	$ 29.318	$ 31.575
382	Carhartt Carpenter Jeans 100% Cotton	$ 0.304	$ 0.327	$ 0.402	$ 0.433	$ 32.575	$ 35.084
383	Carhartt Work Pants 100% Cotton	$ 0.347	$ 0.374	$ 0.456	$ 0.491	$ 27.146	$ 29.236
384	Carhartt Shirt 100% Cotton	$ 0.271	$ 0.292	$ 0.358	$ 0.386	$ 27.146	$ 29.236
390	Womens Fit Comfort Work Pant (slim)	$ 0.217	$ 0.234	$ 0.293	$ 0.316	$ 22.803	$ 24.559
391	Flame Resistant Coverall	N/A	N/A	$ 0.944	$ 1.017	$ 90.130	$ 97.070
394	Jean Pant 100% Cotton	$ 0.228	$ 0.246	$ 0.315	$ 0.339	$ 21.717	$ 23.389
395	Womens Fit Comfort Work Pant	$ 0.217	$ 0.234	$ 0.293	$ 0.316	$ 22.803	$ 24.559
517	Food Service, Chef Coat XS-XL	$ 0.358	$ 0.386	$ 0.478	$ 0.515	$ 27.146	$ 29.236
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	$ 0.130	$ 0.140	$ 0.185	$ 0.199	$ 14.659	$ 15.788
865	Pleated Comfort Work Pants 65/35 Poly Cotton	$ 0.217	$ 0.234	$ 0.293	$ 0.316	$ 23.889	$ 25.728
912	Coverall 7.5 oz 65/35 Poly Cotton	$ 0.206	$ 0.222	$ 0.271	$ 0.292	$ 32.575	$ 35.084
925	White Lab Coat 80/20 Poly Cotton	$ 0.195	$ 0.211	$ 0.261	$ 0.281	$ 27.146	$ 29.236
935	Comfort Work Shirts 65/35 Poly Cotton	$ 0.163	$ 0.175	$ 0.185	$ 0.199	$ 16.288	$ 17.542
945	Comfort Work Pants 65/35 Poly Cotton	$ 0.174	$ 0.187	$ 0.206	$ 0.222	$ 19.545	$ 21.050
970	Lined Service Jacket 65/35 Poly Cotton	$ 0.326	$ 0.351	$ 0.434	$ 0.468	$ 33.661	$ 36.253
8841	Food Service Polo Shirt S-XL	N/A	N/A	N/A	N/A	N/A	N/A
66273	High Image Womens Work Shirt 65/35 Poly Cotton	$ 0.206	$ 0.222	$ 0.271	$ 0.292	$ 24.974	$ 26.898
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	$ 0.271	$ 0.292	$ 0.369	$ 0.398	$ 30.404	$ 32.745
67627	Food Service, V-Neck Apron One Size	$ 0.337	$ 0.363	$ 0.445	$ 0.479	$ 15.202	$ 16.372
71125	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton	$ 0.271	$ 0.292	$ 0.347	$ 0.374	$ 28.232	$ 30.406
82497	White Polyester Butcher Coat 100% Poly	$ 0.206	$ 0.222	$ 0.271	$ 0.292	$ 26.060	$ 28.067
82670	Chef Coat 65/35 Poly Cotton	$ 0.195	$ 0.211	$ 0.261	$ 0.281	$ 24.974	$ 26.898

	NON-Garments	WEEKLY RENTAL	NEW RENTAL PRICE	L/R PRICE	NEW L/R PRICE		
1801	2x3 Spring Mat	$ 1.629	$ 1.754	$ 56.464	$ 60.812	$ -	$ -
1802	3x5 Spring Mat	$ 2.443	$ 2.631	$ 70.580	$ 76.015	$ -	$ -
6913	24 oz Synth Wet Mop	$ 1.629	$ 1.754	$ 16.288	$ 17.542	$ -	$ -
7001	36" Microfiber Mop Head	$ 0.489	$ 0.526	$ 13.030	$ 14.033	$ -	$ -
7116	12" Microfiber Mop Head	$ 0.195	$ 0.211	$ 5.429	$ 5.847	$ -	$ -
7245	Microfiber Mop Handle	$ 0.869	$ 0.936	$ 10.858	$ 11.695	$ -	$ -
9313	Moisturizing Soap Refill - 1000ml	$ 2.172	$ 2.339	N/A	#VALUE!		$ -
9314	Heavy Duty Soap Scrub Service - 1000ml	$ 2.172	$ 2.339	$ 27.146	$ 29.236	$ -	$ -
9332	Antibacterial Gel Soap Service - 1000ml	$ 1.629	$ 1.754	$ 27.146	$ 29.236	$ -	$ -
9581	Dual Chamber Mop Bucket	$ 2.715	$ 2.924	$ 135.731	$ 146.182	$ -	$ -
9582	Pulse Mop	$ 1.900	$ 2.047	$ 119.443	$ 128.640	$ -	$ -
10196	3x5 Traffic Mat	$ 2.172	$ 2.339	$ 49.949	$ 53.795	$ -	$ -
843XX	3x5 Logo Mat	$ 2.606	$ 2.807	$ 90.125	$ 97.065	$ -	$ -
84302	3x5 Safety Mat	$ 3.529	$ 3.801	$ 70.580	$ 76.015	$ -	$ -
	Head & Hand Protecton Program (signed addendum required)			**L/R PRICE**	**NEW L/R PRICE**		
869320700	11" CLASS 00 RUBBER INSULATING GLOVES-YELLOW	$ 2.291	$ 2.468	$ 59.993	$ 64.613	$ -	$ -
869320350	11" CLASS OO RUBBER INSULATING GLOVES-BLACK	$ 2.291	$ 2.468	$ 59.993	$ 64.613	$ -	$ -
754910300	ARC GUARD FR KNIT GLOVE	$ 0.912	$ 0.982	$ 23.617	$ 25.436	$ -	$ -
869380000	10" LEATHER PROTECTORS	$ 0.814	$ 0.877	$ 22.803	$ 24.559	$ -	$ -
601960600	CANVAS GLOVE BAG	$ 0.619	$ 0.667	$ 22.803	$ 24.559	$ -	$ -
	SIZES AVAILABLE 8-12	$ -	$ -	$ -	$ -		$ -
	OPTIONAL HAND PROTECTION ITEMS						
869320150	11" CLASS 00 RUBBER INSULATING GLOVES-RED	$ 2.291	$ 2.468	$ 59.993	$ 64.613	$ -	$ -
869330700	11" CLASS 0 RUBBER INSULATING GLOVES-YELLOW	$ 2.454	$ 2.643	$ 66.812	$ 71.957	$ -	$ -
869330350	11" CLASS 0 RUBBER INSULATING GLOVES-BLACK	$ 2.563	$ 2.760	$ 66.812	$ 71.957	$ -	$ -
869330150	11" CLASS 0 RUBBER INSULATING GLOVES-RED	$ 2.454	$ 2.643	$ 66.812	$ 71.957	$ -	$ -
869350700	14" CLASS 2 RUBBER INSULATING GLOVES-YELLOW	$ 4.810	$ 5.181	$ 131.279	$ 141.387	$ -	$ -
869350350	14" CLASS 2 RUBBER INSULATING GLOVES-BLACK	$ 4.810	$ 5.181	$ 131.279	$ 141.387	$ -	$ -
869350150	14" CLASS 2 RUBBER INSULATING GLOVES-RED	$ 4.810	$ 5.181	$ 131.279	$ 141.387	$ -	$ -
869390000	12" LEATHER PROTECTORS	$ 0.956	$ 1.029	$ 26.115	$ 28.125	$ -	$ -
	INCREASED GLOVE TESTING FREQUENCY PER SET	$ 1.086	$ 1.169	$ -	$ -		$ -
	HEAD PROTECTION PROGRAM						
601940000	CLEAR SAFETY GLASSES	$ 0.109	$ 0.117	$ 4.343	$ 4.678	$ -	$ -
745030300	12 CAL PUREVIEW FACESHIELD	$ 2.704	$ 2.912	$ 114.014	$ 122.793	$ -	$ -
745010000	MSA SLOTTED HARD HAT-WHITE	$ 0.478	$ 0.515	$ 22.803	$ 24.559	$ -	$ -
823370200	12 CAL BALACLAVA-NAVY	$ 0.380	$ 0.409	$ 18.459	$ 19.881	$ -	$ -
668940000	HARD HAT/FACE SHIELD KNIT BAG	$ 0.369	$ 0.398	$ 16.592	$ 17.869	$ -	$ -

	OTHER CHARGES						
15	Service Charge		$ -		$ -		$ -
15	NYC Service Charge		$ -		$ -		$ -
106	Service Charge		$ -		$ -		$ -
106	NYC Service Charge		$ -		$ -		$ -
125	Make Up Charge Per Garment	$ 1.629	$ 1.754		$ -		$ -
	Make Up/Emblems Waived on Install?	$ -	$ -		$ -		$ -
	Minimum Stop Charge	$ -	$ -		$ -		$ -
	NYC Minimum Stop Charge	$ -	$ -		$ -		$ -
7329	Non-Standard Special Cut - Non-FRC	$ 0.163	$ 0.175		$ -		$ -
5329	Non-Standard Special Cut - FRC COVERALL	$ 0.163	$ 0.175		$ -		$ -
5330	Non-Standard Special Cut - FRC PTS/SHIRTS	$ 0.163	$ 0.175		$ -		$ -
2	Uniform Advantage		$ -		$ -		$ -
13	Premium Uniform Advantage		$ -		$ -		$ -
14	Emblem Advantage		$ -		$ -		$ -
7074	Prep (Makeup) Advantage		$ -		$ -		$ -
8874	Mat Advantage		$ -		$ -		$ -

Direct Purchase			
Item #	Description	CEILING PRICING	New Ceiling Price
205	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cotton	$23.44	$25.25
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	$21.71	$23.38
268	Pro-Knit Polo Shirts 100% Poly	$17.58	$18.93
270	Comfort WorkCargo Pant 65/35 Poly/Cotton	$27.14	$29.22
273	High Image Work Shirt 65/35 Poly/Cotton	$29.31	$31.56
275	High Image Performance Polo Shirt 100% Microfiber Poly	$32.24	$34.72
330	Cotton Work Shirt 100% Cotton	$21.71	$23.38
332	Cintas Woven Chambray	$30.28	$32.62
340	Cotton Work Pant 100% Cotton	$23.88	$25.72
366	High Image Jacket 65/35 Poly/Cotton	$65.14	$70.16
370	Comfort WorkCargo Short 65/35 Poly/Cotton	$21.71	$23.38
374	Executive Dress Shirt 57/43 Poly/Cotton	$19.53	$21.04
390	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim Fit)	$19.53	$21.04
394	Jean Pant 100% Cotton	$27.35	$29.46
395	Womens Fit Comfort Work pant 65/35 Poly/Cotton	$19.53	$21.04
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly/Cotton	$22.47	$24.20
865	Pleated Comfort Work Pant 65/35 Poly/Cotton	$19.53	$21.04
912	Coverall 7.5 oz 65/35 Poly/Cotton	$28.22	$30.39
935	Comfort Work Shirt 65/35 Poly/Cotton	$17.36	$18.70
945	Comfort Work Pant 65/35 Poly/Cotton	$19.53	$21.04
970	Lined Service Jacket 65/35 Poly/Cotton	$30.39	$32.73
8723	Tecasafe Plus FR Coverall	$120.19	$129.45
36550	Baggy Chef Pant 65/35 Poly/Cotton	$19.53	$21.04
48480	Happy Chef Food Service, Chef Hat, Student (Beret)	$5.42	$5.84
59925	White Lab Coat 80/20 Poly/Cotton LS	$16.28	$17.53
60087	Carhartt FR Work Shirt	$71.33	$76.82
63869	Carhartt Canvas Jean	$81.10	$87.35
65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS	$32.24	$34.72
65493	Cintas Gripper Snap Polo	$22.47	$24.20
66273	High Image Womens Work Shirt 65/35 Poly/Cotton	$29.31	$31.56
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	$32.24	$34.72
70610	Carhartt FR Carpenter Jean	$76.22	$82.08
70644	UltraSoft FR Pant	$51.78	$55.77
74307	Carhartt Pocket Jeans 100% Cotton	$42.01	$45.25
74308	Carhartt Carpenter Jeans 100%Cotton	$46.90	$50.51
74309	Carhartt Work Pants 100% Cotton	$51.78	$55.77
82497	White Polyester Butcher Coat 100% Poly	$27.35	$29.46
82976	Cintas Bib Apron	$5.42	$5.84
100446	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	$7.59	$8.17
106452	Cintas Classic Chef Coat	$39.08	$42.09
106943	Cintas Classic Che Coat Womens	$39.08	$42.09

First Aid & Safety					
Supplier Item Number	**Description**	**UOM**	**Quantity per UOM**	**UNIT CEILING PRICING**	**New Unit Ceiling Price**
280020	LENS/SCREEN PADS 100/BX	EA	100	$9.37	$10.09
163050	BURN RELIEF PACKET/ 6 PK	BAG	6 packets	$4.29	$4.62
1030300	WOUNDSEAL POUR PACK (2)	EA	2	$12.22	$13.16
119260	ALLERGY RELIEF TABLET MED	BOX	2/1Dent	$9.20	$9.91
121220	ALEVE SMALL	BAG	5 packs	$3.39	$3.65
573772	DAYQUIL SEVERE SMALL	BAG	5 packets	$4.83	$5.20
79191	MUCINEX SMALL	BAG	3 packets	$8.09	$8.71
111929	IBUPROFEN TABS SMALL	BOX	20	$3.20	$3.45
112039	COLD RELIEF MAX/STR MED	BOX	40	$8.09	$8.71
12221	LIQUID BANDAGE SMALL	BAG	5	$7.17	$7.72
111989	IBUPROFEN TABS MEDIUM	BOX	50	$6.52	$7.02
111999	IBUPROFEN TABS LRG	BOX	125	$14.41	$15.52
150110	TWEEZERS, METAL IND/3PK	PAC	3	$3.77	$4.06
51030	HAND SANITIZER SMALL	BAG	10	$1.76	$1.90
130479	EYEWASH, 1/2OZ MEDIUM	BOX	5 bottles	$8.12	$8.74
122249	GLUCOSE, SMALL	PAC	2 packs	$8.99	$9.68
102435	LIPAID SMALL	BAG	10	$2.14	$2.31
102640	BIOFREEZE MUSCLE RLF SM	BAG	5 packets	$4.37	$4.71
119250	ANTI-DIARRHEAL CAPLETS SM	BOX	12	$6.11	$6.58
43729	X-LONG BANDAGE MEDIUM	BOX	25	$5.43	$5.85
164010	COOL&SOOTHE 6/BOX	BOX	6 packets	$10.02	$10.79
111529	PAIN AWAY X-STRENGTHSM	BAG	25	$2.50	$2.69
43658	WATERPROOF CLEAR STRIPS	BOX	30	$5.32	$5.73
44269	ELASTIC STRIP MEDIUM	BOX	50	$4.21	$4.53
111180	ASPIRIN ORG ST 50CT	BOX	25	$3.80	$4.09
130000	THERA TEARS, SMALL	PAC	**4** vials	$3.80	$4.09
100019	TRIPLE ANTIBIOTIC OINT MD	BOX	20	$4.51	$4.85
112029	COLD RELIEF MAX/STR SM	BAG	25	$4.56	$4.91
44429	LARGE PATCH 2"X3", MED	BOX	15	$3.96	$4.27

First Aid & Safety Training

Course Item # (Falcon)	Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	Price	New Price	Price Per
650011	650011	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	$745.41	$802.81	Per Class
650013	650013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	$877.93	$945.53	Per Class
65003	65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	$436.21	$469.79	Per Class
65004	65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	$546.64	$588.73	Per Class
65009	65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	$496.94	$535.20	Per Class
65013	65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	$110.43	$118.93	Per Class
65016	65016	CPR/FIRST AID/AED (PER STUDENT	7	Hours	2	Years	AHA	min 8	$82.83	$89.21	Per Person
65017	65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	$55.22	$59.47	Per Person
65018	65018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	$55.22	$59.47	Per Person
65019	65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	$60.74	$65.42	Per Person
65021	65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	$646.08	$695.83	Per Class
65022	65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	$579.77	$624.41	Per Class
65023	65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	$215.35	$231.93	Per Class
65024	65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	$44.17	$47.57	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING											
650311	650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	$43.06	$46.38	Per Person
650143	650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	$45.28	$48.77	Per Person
650301	650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	$29.82	$32.11	Per Person
650142	650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	$38.66	$41.63	Per Person
650321	650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	$24.29	$26.16	Per Person
650141	650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	$38.66	$41.63	Per Person
CLASSROOM SAFETY TRAINING											
65205	65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	$436.21	$469.79	Per Class
65206	65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	$436.21	$469.79	Per Class
65207	65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	$436.21	$469.79	Per Class
65208	65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	$436.21	$469.79	Per Class
65209	65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	$82.83	$89.21	Per Person
652091	652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	$38.66	$41.63	Per Person
65211	65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	$546.64	$588.73	Per Class
652111	652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	$27.61	$29.74	Per Person
65212	65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	$436.21	$469.79	Per Class
65214	65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65216	65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65218	65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65220	65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65221	65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65222	65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	$436.21	$469.79	Per Class
65226	65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65230	65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65231	65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	$436.21	$469.79	Per Class
65232	65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65234	65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	$436.21	$469.79	Per Class
65236	65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	$436.21	$469.79	Per Class
65240	65240	PPE CLASS	2	Hours	1	Years	CLMI	10	$436.21	$469.79	Per Class
65252	65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65254	65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	$436.21	$469.79	Per Class
65260	65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	$386.51	$416.27	Per Class
65290	65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	$436.21	$469.79	Per Class
65400	65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	$325.78	$350.86	Per Person
65402	65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	$855.84	$921.74	Per Person
65404	65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	$325.78	$350.86	Per Person
65406	65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	$855.84	$921.74	Per Person

65500	65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	$38.66	$41.63	Per Person
65501	65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	$524.55	$564.94	Per Class
65502	65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	$436.21	$469.79	Per Class
65503	65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	$436.21	$469.79	Per Class
65504	65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	$436.21	$469.79	Per Person
65905	65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS			$0.00	
65906	65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		$55.22	$59.47	Per Class
65908	65908	AFTER HOURS FEE	0	None	0	None	CINTS		$110.43	$118.93	Per Class

AED's			
SAP Material Number	**Item Description**	**CEILING PRICING**	**New Ceiling Price**
DEDCFC2310EN	ReviveR VIEW AED Package (includes AED, standard battery, 1 set pad package, user manual, quick-use card)	$1,840.51	$1,982.23
AED_LEASE	ReviveR AED Service Agreement (36-month agreement includes includes ReviveR AED Package, Alarmed Wall Cabinet, 3-yr Medical Direction) Raplacement of Battery and Pads, Software upgrades, AED Training with purchase of FA/CPR class, renewal at $59/month).	$85.78	$92.38
AED_LEASE_VIEW	ReviveR VIEW AED Service Agreement (36-month agreement includes includes VIEW AED Package, Alarmed Wall Cabinet, 3-yr Medical Direction) Raplacement of Battery and Pads, Software upgrades, AED Training with purchase of FA/CPR class, renewal at $59/month).	$107.50	$115.77
dedcfc200	Battery Pack, 6-yr battery,VIEW AED	$197.65	$212.87
DEDDP2001	**Adult** Defibrillation Pads,VIEW AED	$65.13	$70.15
DEDDC2001	Standard data card, VIEW AED	$87.22	$93.93
21780	Soft Carry Case,VIEW	$38.63	$41.60
576394	Quick Use Card, VIEW AED	$8.81	$9.49
8311534	User's Manual,VIEW AED, Eng	$8.81	$9.49
576395	Adapter, Physio Quick-Combo Pad,VIEW AED	$109.33	$117.74
8312823	Adapter, Zoll M-Series Pad,VIEW AED	$109.33	$117.74
DEDDP2002	**Pediatric** Defib Pads,VIEW AED	$109.30	$117.72
21820	Grab N Run Kit,VIEW,empty	$177.77	$191.46
21790	Grab N Run Kit,VIEW,with trauma fill	$266.12	$286.61
21900	Hard Shell Carry Case,VIEW AED	$212.00	$228.33
SAP Material Number	**Additional items**		
4002Z	ZOLL AED PLUS-SEMI-AUTO.	$1,840.51	$1,982.23
4001Z	ZOLL AED PLUS-AUTO.	$1,840.51	$1,982.23

Cintas National Account Book price_OMNIA Partners_(-10%)															
ITEM	DESC	Weekly rental price : W/10% disc	*Carhartt Floor* DO NOT SELL FOR LESS THAN FLOOR	5.4% Increase	New Price	5.4% increase	New Price	All "ADVANTAGE" insurance can be added locally, at local determined prices. NO need to request approval.							
175	VEST	$0.37		$0.02	$0.39										
271	WOMENS SHIRT POCKETS	$0.23		$0.01	$0.24										
297	Carhartt FR Tshirt	$0.64	$0.58	$0.03	$0.67	$0.03	$0.61								
298	Women's POLO SHIRTS	$0.30		$0.02	$0.31										
299	PREMIUM PRO-KNIT POLO SHIRTS	$0.31		$0.02	$0.33										
344	CARHARTT FR CARGO PT	$0.46	$0.44	$0.02	$0.49	$0.02	$0.46								
347	CARHARTT FR SHIRT	$0.38	$0.36	$0.02	$0.40	$0.02	$0.38								
360	WINDSHIRT	$0.74		$0.04	$0.77	$0.00	$0.00								
380	SUSAN CARGO SHORT	$0.33		$0.02	$0.35										
385	CATHY CARGO SHORT	$0.33		$0.02	$0.35										
387	CARHARTT FR FTHWT CO	$1.16	$0.95	$0.06	$1.22	$0.05	$1.00								
388	SUSAN CARGO PANT	$0.35		$0.02	$0.37										
389	CATHY CARGO PANT	$0.35		$0.02	$0.37										
392	CARHARTT FR FTHWT SH	$0.46	$0.42	$0.02	$0.48	$0.02	$0.44								
656	NOMEX SHIRT	$0.35		$0.02	$0.37										
675	COLLARLESS BLOUSE W GRIPPERS	$0.20		$0.01	$0.21										
737	NOMEX COVERALL	$0.77		$0.04	$0.81										
746	NOMEX PANT	$0.51		$0.03	$0.54										
894	JEANS	$0.37		$0.02	$0.38										
910	COTTON COVERALL	$0.52		$0.03	$0.55										
926	LAPEL COAT	$0.40		$0.02	$0.42										
7158	88/12 AC SHIRT	$0.50		$0.03	$0.52										
7733	FR BLENDED SHIRT	$0.41		$0.02	$0.43										
8066	FR POLO KNIT SHIRT	$0.77		$0.04	$0.82										
8723	FR BLENDED COVERALL	$0.94		$0.05	$0.99										
8803	FR BLENDED PANT	$0.46		$0.02	$0.49										
9585	FR JK W/EVIS#JLJ8NV	$1.17		$0.06	$1.23										
59294	FR SHRT/CRHRT ANSI 3	$1.10	$0.95	$0.06	$1.16	$0.05	$1.00								
59330	ENHANCE-VIS COTTON SHIRT	$0.64		$0.03	$0.68										
59340	ENHANC-VIS COTTON PANT	$0.62		$0.03	$0.65										
59912	ENHANCE-VIS COVERALL	$1.07		$0.06	$1.13										
59935	VIS COMFORT SHIRT	$0.43		$0.02	$0.45										
59945	VIS COMFORT PANT	$0.50		$0.03	$0.52										
59970	ENHANC-VIS PERMA LINED JACKET	$0.86		$0.05	$0.90										
60078	MODACRY JK LINER	$0.68		$0.04	$0.71										
60079	FR CTN BLEND SH W/RF	$0.86		$0.05	$0.90										
60607	FR SH 7OZ 88C/12N LS	$0.49		$0.03	$0.51										
60659	FR FOOD PROC SHIRT	$0.50		$0.03	$0.52										
60680	FR 100% COTTON SHIRT	$0.47		$0.03	$0.50										
60694	FR CTN/BLEND WORK SH	$0.38		$0.02	$0.40										
60698	NOMEX BLEND SHIRT	$0.40		$0.02	$0.42										
60975	SCRUB TOP	$0.34		$0.02	$0.36										
60976	SCRUB BOTTOM	$0.51		$0.03	$0.54										
61286	88/12 ORANGE SH W/RF	$0.59		$0.03	$0.62										
61356	FR JACKET #JLJ8NV	$0.95		$0.05	$1.00										
63680	CARHARTT FR E-VIS SH	$0.56	$0.50	$0.03	$0.59	$0.03	$0.53								
63685	PANT/FR/EVIS/CRHT/M/	$0.47	$0.42	$0.03	$0.49	$0.02	$0.44								

63686	CVRL/FR/CARHARTT/EVI	$1.05	$0.94	$0.06	$1.11	$0.05	$0.99							
64303	FR CTN BLEND PT W/RF	$0.56		$0.03	$0.59									
64307	FR BLEND CVRL W/REFL	$1.33		$0.07	$1.40									
64308	FR BLEND SH W/REFL	$0.65		$0.03	$0.68									
64356	FR JK LINER #LLL2NV	$0.90		$0.05	$0.95									
65386	LIME YELLOW CLASS 2 WORK SHIRT LS	$0.83		$0.04	$0.87									
65386	LIME YELLOW CLASS 2 WORK SHIRT SS	$0.71		$0.04	$0.75									
65418	LIME YELLOW CLASS 3 WORK SHIRT LS	$0.80		$0.04	$0.85									
65418	LIME YELLOW CLASS 3 WORK SHIRT SS	$0.77		$0.04	$0.81									
65777	ULTRASOFT WORK JACKET	$0.88		$0.05	$0.93									
65858	ULTRASOFT JACKET LINER	$1.25		$0.07	$1.32									
66528	WOMENS OXFORD	$0.30		$0.02	$0.32									
69526	LIME YELLOW SS CLASS 2 T-SHIRT	$0.57		$0.03	$0.60									
69690	LIME YELLOW T-SHIRT - NON-COMPLIANT	$0.19		$0.01	$0.20									
69692	LIME YELLOW LS CLASS 2 T-SHIRT	$0.74		$0.04	$0.78									
70609	FR PT 9OZ 88C/12N	$0.46		$0.02	$0.48									
70640	FR 100% COTTON PANT	$0.48		$0.03	$0.50									
70644	FR CTN/BLEND WORK SH	$0.38		$0.02	$0.40									
70681	FR DENIM JEAN	$0.50		$0.03	$0.52									
73478	CARHARTT FR FTHWT PT	$0.50	$0.44	$0.03	$0.52	$0.02	$0.46							
80308	FR BOMBER JACKET	$1.17		$0.06	$1.23									
80309	FR VEST LINER	$0.63		$0.03	$0.66									
80501	LIME YELLOW CLASS 2 JACKET	$1.26		$0.07	$1.33									
82302	INDURA ULTRASOFT COVERALL	$0.66		$0.04	$0.69									
82351	FR 100% COTTON CVRL	$0.93		$0.05	$0.98									
82496	POLYESTER BUTCHER COAT	$0.24		$0.01	$0.26									

Prince William County
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CONTRACT MODIFICATION

MODIFICATION #1 **ISSUE DATE: September 6, 2019**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2018 through October 31, 2023

Modify the above referenced contract as follows:

1. Contract page12, Additional Charges, Size Premium, modify to add Size premium defined as shirts 2X and larger and pants inseams size 34 inches and above.
2. Contract page12, Additional Charges, Size Premium, change contract pricing from $1.50 to $0.15 per garment.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Buyer

Cintas Corporation No. 2

Signature

Craig Jackson Director of Corp. Purchasing
Name and Title

9/6/19
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Anthony Crosby, CPPO
Supervisor of Purchasing

9/6/19
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #2 **ISSUE DATE: December 12, 2019**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2023

Modify the above referenced contract as follows:

1. PWCS authorizes a 1.8% increase to all contracted items per the attached.
2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Buyer

CINTAS CORPORATION NO. 2

Signature

Craig Jackson, Director
Name and Title

12/23/19
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Anthony Crosby, CPPO
Supervisor of Purchasing

1/2/20
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #3 **ISSUE DATE: NOVEMBER 23, 2020**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2023

Modify the above referenced contract as follows:

1. PWCS authorizes the addition of a Contractor Direct Sale Program to be added to the Agreement.

2. PWCS agrees that the terms and conditions for the Direct Sale Program as outlined in this Modification #3 shall be hereinafter incorporated into the Agreement. The terms and conditions as stated in the **Attachment B** of this Addendum apply only to the Direct Sale Program and not to any other area covered by the Agreement.

3. Contractor adds terms and conditions of the Direct Sale Program as attached **Attachment B**.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner

Brian Burtner, CPPB, VCO
Buyer

CINTAS CORPORATION NO. 2

Signature

Craig Jackson, Director

Name and Title

12/14/20

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Anthony E. Crosby

Signature

Anthony E. Crosby

Supervisor of Purchasing

12/14/2020

Date

Attachments: **Attachment B – Direct Sale Terms & Conditions**

Direct Sale Addendum to the Prince William County Agreement CONTRACT NUMBER R-BB-19002

This Direct Sale Addendum (hereinafter the "Addendum") is made as of (MONTH, DAY, YEAR) (hereinafter "Execution Date") amends the Prince William County Agreement between CINTAS CORPORATION NO. 2 ("Company") and XXXXXXXXXXXXXX (the "Customer") dated December 13, 2018 (the "Agreement"). This Addendum amends the Agreement as follows:

Customer agrees to buy from Company and Company agrees to sell to Customer, a Direct Sale Program as outlined below and per the following conditions:

1. Company agrees to manufacture or have manufactured the items specified on the attached **Exhibit A**, in inventory levels necessary to support Customer's purchases, in the quantity specified by Customer under the column marked "Minimum Annual Purchases by the Customer".

2. Company will provide the program to Customer's various locations and charge Customer and/or Customer's agents, employees, franchisees as directed by Customer at the prices agreed upon in **Exhibit A**. Pricing in **Exhibit A** shall remain firm for the initial term of the contract.

3. In the event of the contract's expiration or Customer decides to delete any item, change the design or specifications of any item, terminate this agreement for any reason, or discontinue purchasing any item at the minimum annual volume as outlined in **Exhibit A**, Customer shall purchase, at the then-prevailing prices, all remaining inventory (Finished Goods, Work in Process and Raw Materials) that Company has of that item up to the amount agreed upon under the column marked *"Maximum Inventory Carried by CINTAS and Guaranteed by the Customer"* on **Exhibit A**. It is further understood and acknowledged by Customer that Company's initial investment in inventory on its behalf for which Customer is financially liable shall not exceed the *"Maximum Inventory Carried By Cintas & Guaranteed By Customer"* on **Exhibit A**.

4. Customer has provided Company with its requirements and agrees to the *"Minimum Annual Purchases by Customer"* as detailed on **Exhibit A** as the basis for the financial investment in inventory Company has agreed to produce on its behalf. In the event Customer's sales are trending significantly less than the Minimum Annual Purchases as detailed on **Exhibit A** causing inventory of an item(s) to become slow-moving, Company will notify Customer those item(s) that are slow-moving and within thirty (30) days after such notice assess a monthly storage fee not to exceed twenty-five cents ($0.25 USD) per piece per month plus a finance fee of five percent (5%) of the price of any slow moving item per month until Customer's sales is equal to the Minimum Annual Purchases projection. Under no circumstance will inventory remain in the warehouse beyond thirty-six (36) months.

5. The attached list of products includes Company's catalog program selection(s) for Customer's Direct Sale Program. Company reserves the right to discontinue a catalog item at any time. Customer may select a substitute item or contract for exclusivity on that item at that time. If, for any reason, Customer decides to no longer utilize these particular Company catalog product selections for the brand intended, Customer will advise Company in writing six (6) weeks prior to discontinuing usage on the product. Customer shall use its best efforts to help Company reduce inventory levels to minimize exposure on any discontinued items.

6. Customer understands that it has no present or future liability for said items unless Customer's annual usage represents at least fifty percent (50%) of Company's catalog demand of any given item. In that event, Company will inform Customer in writing as soon as it represents 50% of Company's catalog demand for a particular item, and Customer agrees to either reduce its usage to under 50% or contract for said products as necessary.

7. Unless specified otherwise in writing by the Customer, the Products supplied under this Agreement are not ANSI/ISEA compliant, flame retardant, or acid resistant and contain no special flame retardant, acid resistant, or visibility features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. ANSI/ISEA, flame resistant and acid resistant Products are available from Company upon request and with an amendment to this Agreement. Customer warrants that none of the employees for whom Products are supplied pursuant to this Agreement require ANSI/ISEA compliant, flame retardant, or acid resistant clothing.

8. Company represents and warrants that the garments supplied hereunder shall be new and free from all liens and encumbrances. Company will pass through to Customer all manufacturer warranties for the garments supplied under this Agreement to the extent that Company has the right to do so. Company does not adopt, guarantee, or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE GARMENTS ORDERED HEREUNDER SHALL BE PROVIDED "AS-IS" AND "WITH ALL FAULTS" AND CINTAS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. The term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. All existing and future Customer locations served by Company will be subject to the terms of this Agreement as of the execution dates. Either party may terminate the Agreement at any time by giving the other party one hundred and twenty (120) days prior written notice. In the case of breach of contract, the breaching party, after being given prior written notice, shall have forty-five (45) days to cure said breach before termination.

10. Direct Sale Payment Terms are Net 30 days from date of invoice. A 1% monthly carrying charge will be added to all past due items.

11. Direct Sale Shipments will be F.O.B. **Shipping Point (Chicago/Mason/Toronto) ground** best way surface shipment unless otherwise specified on the Purchase Order. Freight will be prepaid and added to the invoice.

12. Should Customer require a billing format other than Company's standard format, an additional fee may be assessed. EDI Services may be considered "non-standard" and may incur an additional fee.

13. A $5.00 service charge will be added to all Direct Sale orders totaling less than $50.00.

14. Rush Order charges – All Company stocked product orders that are requested by Customer to be shipped earlier than current lead times will be assessed a $1.50 Rush Order charge per item unless due to Company error or omission.

15. Returns will be accepted on unworn, unwashed general catalog Products. There will be a restocking charge on all returned Products after sixty (60) days from delivery per the below schedule unless return is caused by Company. Claims for returns by Customer must be asserted within one (1) year from date of shipment:

Days	Charge
0 - 60	0%
61 - 75	10%
76 - 90	15%
91 - 180	25%
181 - 365	75%

366+ 100%

16. Custom or specially manufactured product not stocked in a Cintas Distribution Center (including Drop Ship products), Special Orders, modified Products, custom sizes, or other altered Products are not subject to exchange or return except in the event of defect in materials or workmanship. In such event, Company will replace, repair, or issue refund at its discretion.

17. Marketing Collateral – Company shall provide standard marketing materials/collateral. Extraordinary marketing services requirements may be provided at an additional fee.

18. Customer agrees to provide Company with a biannual list of its locations and contact names, to include e-mail addresses. Customer understands that its supply of e-mail addresses will allow Company, its affiliated companies and selected delivery services to send information regarding order status, shipping information, website ordering guides, product catalog specified in Exhibit A, and other pertinent relative product information, via email messages to Customer. Each e-mail message Customer receives will contain an opportunity for Customer to request to opt out from future electronic mail lists. Should a removal be requested, Company will remove requested e-mail address from our mailing list within seven (7) days.

19. Customer understands that its supply of e-mail addresses will allow Company, its affiliated companies and selected delivery services to send e-mail marketing messages to Customer which promote Products provided by Company. Each e-mail message Customer receives will contain an opportunity for Customer to request removal from future electronic mail lists. Should a removal be requested, Company will remove requested e-mail address from our mailing list within seven (7) days.

20. To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

21. This Agreement together with all its exhibit(s) terms and conditions of which by this reference are expressly incorporated herein and made a part hereof, constitutes the entire understanding between the parties as to the subject matter hereof and may not be modified except by a written agreement executed by the parties. Any additional or contradictory terms and conditions contained in any initial, purchase order, or subsequent order or communication from Customer and/or a Customer Property are hereby expressly objected to and shall be of no effect. No waiver or alteration of the terms attached hereto shall be binding unless in writing, signed by Company.

Your signature below will indicate your approval of the information referenced.

CINTAS CORPORATION Direct Sale Strategic Markets	XXXXXXXXXXXXXXXX
_____ Cintas Authorized Signature	_____ Customer Authorized Signature
_____ Printed Name	_____ Printed Name
_____ Printed Title	_____ Printed Title

Date _ _ _/_ _/_ _ _ _

Date _ _ _/_ _/_ _ _ _

Attachments: **Exhibit A**: Direct Sale Inventory & Pricing

EXHIBIT A – Inventory & Pricing

Product #	**Product/Fabric Description & Color**	**Size Range Inventoried by Cintas** *(If different than Base Sizes Range)*	**Base Size Ranges** *(Base Sizes)* *(Extended Sizes)*	**Product Price** *(Base Sizes)* *(Extended Sizes)*	**Alteration or Embroidery or Trim y/n** *(emblem info & #)* *($$ charge per item)*	**Minimum Annual Purchases By Customer**	**Maximum Inventory Carried By Cintas & Guaranteed By Customer**
xxxxxx-xx	Product Description & Color	(Base Sizes) (Extended Sizes)	(Base Sizes) (Extended Sizes)	$ xxxxx XXS – XL $ xxxxx Extended Sizes (or reference Extended Size chart)	Alteration / Embroidery / Trim info & # $ xxxxx XXS – XL $ xxxxx Extended Sizes (if different)	Qty #	Qty #

CUSTOMER UNIFORM PROGRAM - EXTENDED SIZE CHARGES

Missy / Unisex / Male	XS-XL	2X-3X	4X-5X	6X+		22-24 H & C	26-28 H & D	30H+ & E	50-54 Male	56-60 Male	62+ Male	18-18-1/2 Male	19-19-1/2 Male	20+ Male	42-46 Bottoms	48-52 Bottoms	54+ Bottoms
Women's		1XW-3XW	4XW-5XW	6XW+	16W-20W	22W-24W	26W-28W	30W+									
STANDARD CATEGORIES:																	
Accessories / Belts		$2.00													$2.00	$2.00	$2.00
Aprons		$2.00	$2.00				$2.00	$2.00									
Blouses		$4.00	$7.00	$10.00	$2.00	$4.00	$6.00	$10.00									
Blazers		$10.00	$10.00	$25.00	$5.00	$10.00	$10.00	$25.00	$10.00	$10.00	$25.00						
Banquet / Tailored / Bustiers		$5.00	$10.00	$15.00	$5.00	$5.00	$10.00	$15.00	$5.00	$10.00	$15.00						
Lab Coats and Smocks		$2.00	$4.00	$7.00		$2.00	$4.00	$7.00	$2.00	$4.00	$7.00						
Chef Coats		$5.00	$10.00	$13.00					$5.00	$10.00	$13.00						
Scrubs		$3.00	$4.00	$7.00													
Golf Shirts		$4.00	$7.00	$10.00													
Tees		$2.00	$5.00	$7.00													
Sweatshirt / Fleece / Windshirts		$4.00	$7.00	$10.00													
Outerwear / Coverall / Jumpsuits		$8.00	$12.00	$15.00		$8.00	$12.00	$15.00	$8.00	$12.00	$15.00						
Pants / Slacks / Shorts		$7.00	$10.00	$15.00	$4.00	$7.00	$10.00	$15.00							$7.00	$10.00	$15.00
Housekeeping Slacks / Pants		$3.00	$5.00	$10.00											$3.00	$5.00	$10.00
Shirts		$4.00	$7.00	$10.00								$4.00	$7.00	$10.00			
Skirts		$7.00	$10.00	$15.00	$4.00	$7.00	$10.00	$15.00									
Sweaters		$5.00	$10.00	$10.00													
Tunics		$3.00	$5.00	$7.00		$3.00	$5.00	$7.00									
Dresses		$3.00	$5.00	$7.00		$3.00	$5.00	$7.00									
Vests																	
Poly Cotton / Polyester		$3.00	$5.00	$10.00	$2.00	$3.00	$5.00	$10.00	$3.00	$5.00	$10.00						
Poly/Wools / 100% Microfiber		$5.00	$10.00	$15.00	$2.00	$5.00	$10.00	$15.00	$5.00	$10.00	$15.00						
Bell / Door Officer		$10.00	$10.00	$25.00		$10.00	$10.00	$25.00	$10.00	$10.00	$25.00						
(FR) FLAME RESISTANT PRODUCTS:																	
FR Shirts		$7.00	$10.00	$15.00								$7.00	$10.00	$15.00			
FR Outerwear / Coveralls		$15.00	$18.00	$25.00		$15.00	$18.00	$25.00	$15.00	$18.00	$25.00						
FR Sweatshirts		$7.00	$10.00	$15.00													
FR Polos		$7.00	$10.00	$15.00													
FR Tees		$4.00	$7.00	$10.00													
FR Pants / Slacks		$7.00	$10.00	$15.00		$7.00	$10.00	$15.00							$7.00	$10.00	$15.00
FR Lab Coats / Smocks		$4.00	$6.00	$10.00		$4.00	$6.00	$10.00	$4.00	$6.00	$10.00						

NOTE: CINTAS reserves the right to adjust Extended Size Charges at its discretion.

(If any category is omitted, priced per order)

Note: Longs (Blazers) $5.00 additional charge for all sizes

Note: Talls (All Categories) $2.00 additional charge for all sizes

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CONTRACT MODIFICATION

MODIFICATION #4 **ISSUE DATE: January 7, 2021**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2023

Modify the above referenced contract as follows:

1. PWCS authorizes a 1.2% increase to all contracted items per the attached.
2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Buyer

CINTAS CORPORATION NO. 2

Signature

Craig Jackson, Director
Name and Title

1/8/21
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Jerry E. Stokes
Signature

Jerry E. Stokes, CPPB, VCO, C.P.M.
Administrative Coordinator

1/8/2021
Date

Prince William County
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CONTRACT MODIFICATION

MODIFICATION #6 **ISSUE DATE: September 29, 2021**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

Reference: Cintas and PWCS agreement dated July 13, 2020 to provide Germ-X Gel Hand Sanitizer Refills, Weekly Stand Rentals and Automatic Dispenser Rentals. PWCS will provide $75,000.00 as payment to purchase 1,000 each of the installed Hand Sanitizer Stands from Cintas. PWCS will not be liable for any continued rental charges for the stands or automatic dispensers.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Buyer

CINTAS CORPORATION NO. 2

Signature

Cindy Jackson Director
Name and Title

10/7/21
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Anthony Crosby, CPPO
Supervisor of Purchasing

10/8/2021
Date

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CONTRACT MODIFICATION

MODIFICATION #7 **ISSUE DATE: November 1, 2021**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

1. PWCS authorizes a 5.4% increase to all contracted items per the attached effective November 1, 2021.

2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Senior Buyer

CINTAS CORPORATION NO. 2

Signature

Craig Jackson, Director
Name and Title

11/19/21
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

for
Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

11/23/2021
Date

Prince William County
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CONTRACT MODIFICATION

MODIFICATION #8 **ISSUE DATE: January 28, 2022**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

ADD the attached Federal Grant Terms and Conditions to the existing contract.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Senior Buyer

CINTAS CORPORATION NO. 2

Signature

Ryan Duncan, Global Account Manager - Cooperative Purchasing
Name and Title

7-14-23
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

7/21/2023
Date

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from th procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fi products and services.

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 th Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must addres administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions an 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 th 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 fo 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 an 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 term 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 opportun 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 $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) a 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 les than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pa 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 Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determinatio The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provisio for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Th Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the constructio 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 mu 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 f construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

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, 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 t 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 permissit 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 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 required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to t 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 applicat 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 procureme process.

Does offeror agree? N/A_____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 CI §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding t substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipie or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Busine 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 contrac by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (above.

Does offeror agree? N/A_____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 amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orde 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. 125 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

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 contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenc 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 t government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CI part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise exclud 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 contrac by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, propos 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 t offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any fede 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 requir 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 t influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employ 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 mu also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forward 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 award 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 applicat 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 for on behalf of the undersigned, to any person for influencing or attempting to influence 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 t awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extens continuation, renewal or modification of a Federal t, loan or

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 t Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance w its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 Federal funds at all appropriate tiers and that all 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 t 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 period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pendi 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 mandatc standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy a 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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Cintas Corporation #2

Address, City, State, and Zip Code: 6800 Cintas Blvd, Mason, OH 45040

Phone Number: 513-459-1200 Fax Number: N/A

Printed Name and Title of Authorized Representative: Ryan Duncan, Global Account Manager - Cooperative Purchasing

Email Address: duncanr@cintas.com

Signature of Authorized Representative: _____ Date: 7-14-23

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #8 **ISSUE DATE: January 28, 2022**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

ADD the attached Federal Grant Terms and Conditions to the existing contract.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Senior Buyer

CINTAS CORPORATION NO. 2

Signature

Ryan Duncan, Global Account Manager - Cooperative Purchasing
Name and Title

7-14-23
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

7/21/2023
Date

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from th procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fi products and services.

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 th Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must addres administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions an 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 th 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 fo 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 an 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 term 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 opportun 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 $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) a 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 les than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pa 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 Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determinatio The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provisio for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Th Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the constructio 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 mu 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 f construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

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, 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 t 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 permissit 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 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 required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to t 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 applicat 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 procureme process.

Does offeror agree? N/A_____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 CI §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding t substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipie or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Busine 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 contrac by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (above.

Does offeror agree? N/A_____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 amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orde 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. 125 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

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 contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenc 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 t government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CI part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise exclud 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 contrac by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, propos 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 t offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any fede 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 requir 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 t influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employ 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 mu also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forward 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 award 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 applicat 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 for on behalf of the undersigned, to any person for influencing or attempting to influence 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 t awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extens continuation, renewal or modification of a Federal t, loan or

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 t Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance w its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 Federal funds at all appropriate tiers and that all 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 t 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 period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pendi 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 mandatc standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy a 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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Cintas Corporation #2

Address, City, State, and Zip Code: 6800 Cintas Blvd, Mason, OH 45040

Phone Number: 513-459-1200 Fax Number: N/A

Printed Name and Title of Authorized Representative: Ryan Duncan, Global Account Manager - Cooperative Purchasing

Email Address: duncanr@cintas.com

Signature of Authorized Representative: _____ Date: 7-14-23

Prince William County
PUBLIC SCHOOLS
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CONTRACT MODIFICATION

MODIFICATION #9 **ISSUE DATE: June 28, 2022**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

Change the pricing schedule for Cintas Fire Protection as fully described in Exhibit A – Fire Protection.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Senior Buyer

CINTAS CORPORATION NO. 2

Signature

Craig Jackson Director
Name and Title

6/30/22
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Colleen Keener
Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

7/5/2022
Date

Fire										
PORT and LIGHT PRICE										
Item	Description	Comment			Qty.	Omnia California Pricing:	New/Omnia California Pricing:	Omnia Pricing:	New/ Omnia Pricing:	
Services:										
SC	Service Charge per stop	Per stop.			ea	$56.66	$59.72	$45.81	$48.28	
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.			ea	$10.30	$10.86	$5.34	$5.63	
Unit Test, Recharge and Repair Parts:							$0.00		$0.00	
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar			ea	*	*	*	*	Do not complete six year maintenance on 2.5# ext
NSDC5	5# Stored pressure Dry Chemical - Six Year Test				ea	*	*	*	*	
NSDC10	10# Stored pressure Dry Chemical - Six Year Test				ea	*	*	*	*	
NSDC20	20# Stored pressure Dry Chemical - Six Year Test				ea	*	*	*	*	
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor.			ea	*	*	*	*	Do not complete Hydrostatic test on 2.5# ext
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test				ea	*	*	*	*	
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test				ea	*	*	*	*	
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test				ea	*	*	*	*	
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service			ea	*	*	*	*	Do not complete recharge on 2.5# ext
NRDC5	5# Stored pressure Dry Chemical - Recharge				ea	*	*	*	*	
NRDC10	10# Stored pressure Dry Chemical - Recharge				ea	*	*	*	*	
NRDC20	20# Stored pressure Dry Chemical - Recharge				ea	*	*	*	*	
EEPIN	Pull Pin	Per unit.			ea	$3.35	$3.53	$2.80	$2.95	
New Extinguishers:							$0.00		$0.00	
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.			ea	*	*	*	*	
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.			ea	*	*	*	*	
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.			ea	*	*	*	*	
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.			ea	*	*	*	*	
Emergency Light Parts and Services:							$0.00		$0.00	
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.			ea	$10.30	$10.86	$4.43	$4.67	
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.			ea	$18.54	$19.55	$12.22	$12.88	
EXB64	E-Light Battery, 6V, 4A	Per unit.			ea	*	*	*	*	
EXB67	E-Light Battery, 6V, 7A	Per unit.			ea	*	*	*	*	
EXB610	E-Light Battery, 6V, 10A	Per unit.			ea	*	*	*	*	
EXB612	E-Light Battery, 6V, 12A	Per unit.			ea	*	*	*	*	
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.			ea	*	*	*	*	
EXL20	E-Light Bulb, 120V, 20W	Per unit.			ea	*	*	*	*	
LABOR:										
ITEM	Unit	Omnia California Price:	New/Omnia California Pricing:	Omnia Pricing:	New/Omnia Pricing:					
Labor - Regular	ea	*	*	*	*					
Labor - Overtime	ea	*	*	*	*					
Labor - Weekend/Holiday	ea	*	*	*	*					
Emergency Service Call	ea	*	*	*	*					
PRE-ENGINEERED										
Item	Description	Comment	Qty.	Omnia California Price:	New/Omnia California Pricing:	Omnia Pricing:	New/Omnia Pricing:			
Inspection & Parts										
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	$128.78	$135.73	$108.17	$114.01			
INKST	Kitchen System Inspection - remote or additional tank	Per additional	ea	$97.87	$103.16	$87.57	$92.30			

| EELINK | Fusable Link | Per unit. | ea | $15.45 | $16.99 | $10.10 | $10.64 | | |

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #9 **ISSUE DATE: June 28, 2022**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

Change the pricing schedule for Cintas Fire Protection as fully described in Exhibit A – Fire Protection.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Senior Buyer

CINTAS CORPORATION NO. 2

Signature

Craig Jackson Director
Name and Title

6/30/22
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Colleen Keener
Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

7/5/2022
Date

Fire

PORT and LIGHT PRICE:					Omnia California Pricing:	New/Omnia California Pricing:	Omnia Pricing:	New/ Omnia Pricing:
Item:	Description:	Comment:	Qty:					
Services:								
SC	Service Charge per stop	Per stop.	ea		$56.66	$59.72	$45.81	$48.28
	Portable Extinguisher Annual Maintenance Inspection Hand							
IN	Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.						
Unit Test, Recharge and Repair Parts:			ea		$10.30	$10.86	$5.34	$5.63
						$0.00		$0.00
N5QC2.5	**2.5# Stored pressure Dry Chemical - Six Year Test**	**Includes O-Ring, V-Stem, Service Collar**	**ea**	*	*	*	*	Do not complete six year maintenance on 2.5# ext
N5QC5	5# Stored pressure Dry Chemical - Six Year Test		ea	*	*	*	*	
N5QC10	10# Stored pressure Dry Chemical - Six Year Test		ea	*	*	*	*	
N5QC20	20# Stored pressure Dry Chemical - Six Year Test		ea	*	*	*	*	
NHDC2.5	**2.5# Stored pressure Dry Chemical - Hydrostatic Test**	**Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor.**	**ea**	*	*	*	*	Do not complete hydrostatic test on 2.5# ext
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	*	*	*	*	
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	*	*	*	*	
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	*	*	*	*	
NRDC2.5	**2.5# Stored pressure Dry Chemical - Recharge**	**Includes Recharge Labor, Agent and Service**	**ea**	*	*	*	*	Do not complete recharge on 2.5# ext
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	*	*	*	*	
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	*	*	*	*	
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	*	*	*	*	
EEPIN	Pull Pin	Per unit.	ea		$3.35	$3.53	$2.80	$2.95
New Extinguishers:						$0.00		$0.00
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	*	*	*	*	
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	*	*	*	*	
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	*	*	*	*	
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	*	*	*	*	
Emergency Light Parts and Services:						$0.00		$0.00
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea		$10.30	$10.86	$4.43	$4.67
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea		$18.54	$19.55	$12.22	$12.88
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	*	*	*	*	
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	*	*	*	*	
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	*	*	*	*	
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	*	*	*	*	
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	*	*	*	*	
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	*	*	*	*	
LABOR:								

ITEM:	Unit:	Omnia California Price:	New/Omnia California Pricing:	Omnia Pricing:	New/Omnia Pricing:	Omnia Pricing:	New/Omnia Pricing:
Labor - Regular	ea	*	*	*	*		
Labor - Overtime	ea	*	*	*	*		
Labor - Weekend/Holiday	ea	*	*	*	*		
Emergency Service Call	ea	*	*	*	*		

PRE-ENGINEERED:								
Item:	Description:	Comment:	Qty:	Omnia California Price:	New/Omnia California Pricing:	Omnia Pricing:	New/Omnia Pricing:	
Inspection & Parts								
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	$128.78	$135.73	$108.17	$114.01	
INKST	Kitchen System Inspection - remote or additional tank	Per additional	ea	$97.87	$103.16	$87.57	$92.30	

| EELINK | Fusable Link | Per unit. | ea | $15.45 | $16.29 | $10.10 | $10.64 | | |

Prince William County
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CONTRACT MODIFICATION

MODIFICATION #10 **ISSUE DATE: December 14, 2022**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

1. **Renew** contract period from November 1, 2025 through October 31, 2027. This is the final renewal option.
2. PWCS authorizes a 7.7% increase to all contracted items per the attached effective January 15, 2023.
3. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Administrative Coordinator

CINTAS CORPORATION NO. 2

Signature

Joe Cerni VP Sales
Name and Title

12/14/22
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Colleen Keener
Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

12/19/2022
Date

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-23-022NT Agreement with General Control Systems, Inc.

SUGGESTED ACTION: Approve agreement for Mayor's Signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
General Control Systems, Inc., agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with SCADA engineering, permitting, and construction services. This agreement is in accordance with the specifications per the Polk County Agreement, including all modifications, and Polk County Bid #22-409, and Contractor's response thereto (the "Contract Documents"), attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through August 23, 2027.

FINANCIAL IMPACT:
Included in FY-23-24 budget

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Agreement PB-23-022NT with General Control Systems, Inc.

ATTACHMENTS:

Agreement PB-23-022NT with General Control Systems

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-23-022NT BETWEEN THE CITY OF BRADENTON AND GENERAL CONTROL SYSTEMS, INC.

General Control Systems, Inc., agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with SCADA engineering, permitting, and construction services. This agreement is in accordance with the specifications per the Polk County Agreement, including all modifications, and Polk County Bid #22-409, and Contractor's response thereto (the "Contract Documents"), attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 13, 2027, with the following modifications:

1. All references to "Polk County" of "County" "Utilities Division" shall be replaced with "City of Bradenton, Florida."

2. All references to "County Manager" shall be replaced with "City Administrator."

3. Section 3.1.7 of the Agreement shall be revised to reflect that invoices shall be delivered as follows:

City of Bradenton
c/o Public Works & Utilities
PWPurchasing@bradentonfl.gov
1411 9th St West
Bradenton, Florida 34205

4. Section 11 of the Agreement shall be deleted in entirety and replaced with the following:

Contractor will not commence work under the Agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division

within ten (10) Calendar days from the date of the Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

Part Two - The minimum amount of coverage required by Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to work performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this Agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Purchasing
Reference: PB23-022NT

5. Section 19 of the Agreement and Section 33 of the RFP shall be modified to replace the bolded language with the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

6. Section 21 of the Agreement shall be revised to reflect that the venue of any court action shall be in Manatee County, Florida.

7. Section 22 of the Agreement shall be revised to reflect the following contact information for notices to the City:

Jim McLellan, PE
City of Bradenton Public Works and Utilities
1411 9th St W
Bradenton, Florida 34205

8. Section 25 of the Agreement and Section 30 of the RFP shall be deleted in entirety and replaced with the following:

E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Randall Powell — August 22, 2023

Randall Powell
President of General Control Systems, Inc.

Date

Gene Brown, Mayor
City of Bradenton

Date

3945540v1

Jim McLellan

Jim McLellan, P.E., Director
City of Bradenton Public Works and Utilities

8/24/2023
Date

MASTER AGREEMENT FOR UTILITIES SCADA CONSTRUCTION SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida, 33830, and General Control Systems, Inc. (the "Contractor"), a Florida corporation, located at 3520 Airport Road, Lakeland, Florida 33811 and whose Federal Employer Identification Number is 14-1795181.

WHEREAS, the County desires to retain the services of a third-party vendor to provide SCADA engineering, permitting, and construction services for planned and emergency projects for Polk County Utilities Division; and

WHEREAS, the County has solicited for these services via an advertised request for proposal ("RFP 22-409"), and has received numerous responsive proposals thereto; and

WHEREAS, the Contractor has considerable expertise in Supervisory Control and Data Acquisition (SCADA) systems and related subsystems including electrical, instrumentation, server, and networking systems; and

WHEREAS, the Contractor is able and agreeable to providing the County the construction related services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services to Be Performed by Contractor

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP 22-409, to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 22-409"), both of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made

a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Projects"). For purposes of this Agreement, a "Project" shall be defined as Services required by the County and performed by the Contractor, whether planned with advance notice, or required and performed as a result of an emergency, each as further set forth and described below.

2.2 Planned Projects.

2.2.1 When the County requires the Contractor to perform Services for a planned Project, the County, by the Division Director or their Designee, will issue a Work Authorization to the Contractor stating the specific scope of services, time schedule, and a maximum limit of compensation based on the unit prices listed in Exhibit "B" for the planned Project, and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: (1) specific scope of services, (2) maximum amount of compensation, (3) Project schedule, (4) liquidated damages (if applicable), (5) Public Construction Bond (if applicable). Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.2.2 Planned Work Authorizations greater than $100,000 shall be approved by the County Manager or designee prior to a purchase order being issued for the Services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

2.2.3 The Contractor is not authorized to undertake any planned Project without a duly executed Work Authorization and corresponding purchase order, which shall specify the Services to be performed and the time to be completed.

2.3 Emergency Projects.

2.3.1 When the County requires the Contractor to perform Services for an emergency Project, the County, by the Division Director or their Designee, will notify the Contractor of the emergency, generally defined as life threatening, a health-related risk, acts of nature and equipment/product failure. The Contractor shall mobilize crew within two (2) to four (4) hours of the first call on any given day, night, weekend, or holiday. The estimated cost will be set at time of said emergency. The Services shall commence at once and a Work Authorization and purchase order will be issued when an accurate cost can be established. All provisions of this

Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization.

2.4 Non-Exclusive Provider. The Contractor recognizes and acknowledges that the County may employ several different contractors to perform the same or similar Services for the County and that the Contractor has not been employed as the exclusive agent to perform any such Services.

2.5 Work Authorizations Valid After Agreement Expiration. When the Contractor and the County enter into a Work Authorization for any Project where the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, the Contractor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining Services prior to the Contractor's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 The County shall pay the Contractor in accordance with Exhibit "B", "Cost Sheet", which is attached hereto and incorporated by reference as part of this Agreement. The Cost Sheet identifies all in scope line items, which will be performed as billable services pursuant to this Agreement and the fee for each line item. Performance of work by line items not listed on the Cost Sheet may be considered out of scope work. Out of scope work shall not be performed without prior written approval by the County, and doing so will result in nonpayment for such services.

3.1.2 Out of scope work is defined as necessary items of construction that are not included in the Scope of the Work as described in RFP 22-409 and this Agreement. If during the course of executing a planned or emergency Project, the Contractor determines there are necessary items of construction that are not included on Exhibit "B", the Contractor should

submit an out of scope proposal for all out-of-scope work. The cost of the out of scope work shall not be greater than twenty percent (20%) of the cost of the in scope work.

3.1.3 For all Work Authorizations greater than $100,000, the Contractor shall furnish a Public Construction Bond (PCB) in the amount of such Work Authorizations. For all Work Authorizations greater than $50,000 but less than $100,000, a determination will be made by the Utilities Director or Designee if a PCB shall be required. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB for the applicable Work Authorization. The Contractor must provide an original PCB to the Procurement Division prior to beginning work on the specified or approved Work Authorization for planned Projects only. For Emergency Projects requiring a PCB, the Contractor shall provide an original PCB to the Procurement Division within five (5) business days after the Notice to Proceed has been issued.

3.1.4 Upon the mutual agreement of the parties, the Cost Sheet, as set out in Exhibit "B" may be adjusted by a written amendment to this Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter Cost Sheets for Work Authorizations in effect at the time of the amendment.

3.1.5 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.6 Each individual application for payment shall be due and payable twenty (20) business days after receipt by the County of correct, fully documented, application for payment, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular Project. Payment is subject to retainage in accordance with FS 218.735. The amount of retainage is 5% until such time retainage is reduced in accordance with the contract document or as provided in FS 218.735.

3.1.7 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.8 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor's submission of a Final

Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.9 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.10 By submitting an invoice, the Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Reimbursable Expenses

3.2.1 The Contractor's requests for payment of parts eligible for reimbursement under the terms of this Agreement shall be reimbursed at cost plus ten percent (10%) as stated in Exhibit "B" of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Contractor's performance of the Services in accordance with this Agreement.

3.2.2 Contractor shall request reimbursement for PCB, if applicable, on the first application for payment; a copy of the bond premium invoice should be attached to the first application for payment and will be reimbursed at cost.

3.2.3 All assets, i.e., durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was utilized. All such assets must be immediately surrendered by delivery to the County's Utilities Division offices upon demand following the termination of this Agreement.

3.2.4 Contractor shall maintain a current inventory of all such assets.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out

of the Contractor's performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 27.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 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 the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the County shall have the right to

terminate this Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services, then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated

to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. Contractor shall also provide an updated Certificate of Insurance upon renewal material change, cancellation, non-renewal or Insurer change. General Liability, Automobile and Workers' Compensation (including Employers Liability) policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of at least VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. In the event the Contractor hires subcontractors to do any part of the Contracted work, the subcontractors shall be required to carry the same coverage as setout herein.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$1,000,000
All States Endorsement	Statutory
USL & H Endorsement	Statutory
Voluntary Compensation	Statutory

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager,

Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$2,000,000
Each Occurrence:	$2,000,000
M&C/CGL	$_____
Broad Form CGL	$1,000,000
Contractual Liability	$1,000,000
Products	$_____
Completed Operation	$1,000,000
Personal Injury	$_____
Independent Contractors	$_____
XCU Property Damage Excel	$_____
Excess Liability	$_____

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability Combined Single Limit Each Accident	$1,000,000

Professional Liability in the amount of $2,000,000 per occurrence.

12.0 Public Construction Bond

12.1 All Public Construction Bonds shall be in the form prescribed by the Work Authorizations issued for each project except as otherwise provided by Laws or Regulations, and shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

12.2 PCB's shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents.

12.3 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

12.4 If the surety on a bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 12.1, the Contractor shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the County.

13.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

14.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

15.0 Designation of Party Representatives

15.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

15.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

16.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

17.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

18.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

19.0 Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

20.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

21.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

22.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance

with the provisions of this Section 22. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880
Attention: Director

For Contractor: General Control Systems, Inc.
3520 Airport Road
Lakeland, Florida 33811
Attention: Eric Sullivan

23.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement; any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

24.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

25.0 Employment Eligibility Verification (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(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; and

(ii) "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; and

(iii) "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.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. 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 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

26.0 Contractor Representations

26.1 The Contractor hereby represents and warrants the following to the County:

26.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Alabama with full right and authority to do business within the State of Florida.

26.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

26.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

26.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

26.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

26.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

26.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

26.1.8 Contractor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

26.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

27.0 Default and Remedy

If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Contractor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Contractor, then the Contractor shall

have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

28.0 Limitation of Liability

IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

29.0 Waiver

A waiver by either County or Contractor 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 of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

30.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

31.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as 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 nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance

if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

32.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor shall remove without consequence to the County any of the Contractor's contractors, subcontractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel":

Name: Eric Sullivan

Name: Milton Weaver

Name: Rich Wargo, P.E.

Name: Carl von Dorn

Name: Chuck Maxwell

Name: Samantha Hartig

Name: Jeff Faulkner

Name: Jimena Ibarra

Name: Jason Lewis

Name: Jennifer Waymire

33.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

34.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

35.0 Unauthorized Alien(s)

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: Alison Holland
Deputy Clerk

Date Signed By County 11/1/2022

Polk County, a political subdivision of the State of Florida

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners
Q.18

Reviewed as to form and legal sufficiency:

County Attorney's Office ~~Date~~

ATTEST:

By: Caroline Zimmer
Caroline Zimmer
PRINT NAME

Notary Public
TITLE

Date: October 21, 2022

SEAL

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

General Control Systems, Inc.,
a Florida corporation

By: Randall Bowen
Randall Bowen
PRINT NAME

President
TITLE

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF New York County OF Albany

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 10/21/22 (Date) by Randall Powell (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 10/21/22 (Date)

Caroline Z (Official Notary Signature and Notary Seal)

Caroline Zimmer (Name of Notary typed, printed or stamped)

Commission Number 01ZI6434568 Commission Expiration Date 6/6/26

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Detail by Entity Name

Florida Profit Corporation
GENERAL CONTROL SYSTEMS INC

Filing Information

Document Number	P21000095426
FEI/EIN Number	14-1795181
Date Filed	11/05/2021
Effective Date	11/01/2021
State	FL
Status	ACTIVE

Principal Address

3520 AIRPORT ROAD
LAKELAND, FL 33811

Mailing Address

17 CORPORATE CIRCLE
ALBANY, NY 12203

Registered Agent Name & Address

SULLIVAN, ERIC
5974 VELVET LOOP
LAKELAND, FL 33811

Officer/Director Detail

Name & Address

Title P

POWELL, RANDALL
17 CORPORATE CIRCLE
ALBANY, NY 12203

Title VP

PACIFICO, GREG
17 CORPORATE CIRCLE
ALBANY, NY 12203

Annual Reports

Report Year	Filed Date
2022	02/02/2022

Document Images

02/02/2022 -- ANNUAL REPORT	View image in PDF format
11/05/2021 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing various utility SCADA-related construction projects, including all engineering, permitting, and construction related items as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 22-409, Utilities SCADA Construction Services

Description: Deliver turn-key projects, including all engineering, permitting, and construction for an indefinite quantity of various utility-related supervisory control and data acquisition (SCADA) projects.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 8, 2022

Bid Opening: Wednesday, June 8, 2022, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held **Tuesday, May 24, 2022, 1:30 p.m.** at the Utilities Administration Building, Room 63, 1011 Jim Keene Blvd, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To receive a copy of Attachment "B" Contractor Work Analysis Form, Attachment "C" Cost Sheet, Attachment "D" SCADA Work Authorization Form, and Exhibit VI-A, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 22-409 Utilities SCADA Construction Services.zip**", select "Open" or "Save As" to download the RFP Attachment "B", Contractor Work Analysis Form, Attachment "C" Cost Sheet, and Exhibit VI-A. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 31, 2022, 4:00 p.m.

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 22-409

RFP Title: Utilities SCADA Construction Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Bid Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	22-409
RFP Title	Utilities SCADA Construction Services
Due Date/Time:	June 8, 2022, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 22-409
Utilities SCADA Construction Services

Sealed proposals will be received in the Procurement Division, Wednesday, June 8, 2022, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/procurement/bids. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, Procurement Analyst, via email at Ari Goldstein or via fax at (863) 534-6789. **All questions must be received by Tuesday, May 31, 2022, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863) 534-6757

Introduction/Background

Polk County (the “County”), a political subdivision of the State of Florida, is seeking proposals from qualified and experienced Florida Licensed State Certified Electrical Contractors and Licensed General Contractors (each a “Contractor”) to provide the utility Supervisory Control and Data Acquisition (SCADA) construction services described below utilizing a purchase order (PO) delivery.

The County intends to enter into an agreement with one or more qualified Contractor(s) determined in accordance with the requirements in this Solicitation. The selected Contractor(s) will be those whose submittals are responsive, responsible, and the most advantageous to the County, as determined by the County at its sole discretion. The Contractor(s) is expected to complete each project without any delays or cost increases, and to meet all applicable standards and specifications for SCADA-related construction.

Award of this RFP shall impose no obligation on the County to utilize the Contractor(s) for all work of this type, which may develop during the period of this RFP. The County specifically reserves the right to concurrently contract with other companies for similar work or use its own personnel, whichever it deems to be in the best interest of the County.

SCOPE OF WORK

The Contractors will be expected to deliver turn-key projects, including all engineering, permitting, and construction related items.

The scope of work as defined by this solicitation will be planned projects or emergency projects. The planned and emergency projects include, but are not limited to, SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI software platforms, power systems, motor & process control equipment, instrumentation and remote terminal units (RTU’s). Contractors shall provide electrical power, motor control, lighting, grounding, process and instrumentation diagrams, and properly document all system changes, revisions, modifications. Contractors shall provide

SCADA human machine interface (HMI), programmable logic controllers (PLCs), network, and related equipment programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems. Contractors shall furnish, install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

Contractors will be required to provide as-built documentation and operation and maintenance (O&M) manuals for all work performed. Contractors shall develop schedules for all planned projects and shall maintain agreed upon schedules barring force majeure. All work shall conform to the requirements set forth in the County's Utilities Standards and Specifications Manual (USSM), latest addition, as well as all applicable electrical codes and standards. Contractors shall support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies. Contractors shall perform work as needed to quickly resolve electrical power, control, network, and related problems, and restore full functionality of County SCADA systems affected by Contractors projects or work. From time to time, the County may have other contractors on site performing work under other County bids or contracts. The Contractors will coordinate with these third-party contractors when necessary.

PLANNED PROJECTS

If more than one contractor enters an agreement with the County, the County shall determine which contractor will complete planned projects by performing an analysis based on contractors' expertise, experiences, and available personnel to complete the scope of services for each planned project (Attachment "B", Contractor Work Analysis Form).

For any planned work determined by the County to be appropriate, the County will either provide the Contractor with a written scope of work or will request a scope of work proposal from the Contractor. The Contractor shall acknowledge the request and be

available for a meeting and/or site visit within three (3) working days. The Contractor shall provide a budget, based on unit prices submitted in the Contractor's proposal, within ten (10) working days after the meeting and/or site visit. When appropriate, the cost of a public construction bond shall be included in the budget.

During the term of the contract, work will be performed as a series of individual work authorizations. Each work authorization, initiated by the County, is defined cooperatively by the County and the Contractor. Each work authorization shall consist of a specific scope of work, time schedule, and a maximum limit of compensation based on the unit prices listed on Attachment "C" Cost Sheet, to be found under Tab 4 or an approved lump sum amount.

Planned work authorizations greater than $100,000.00 shall be approved by the County Manager or designee prior to a purchase order being issued for the services. These work authorizations must also include the Attachment "B", Contractor Work Analysis Form, Attachment "D", SCADA Work Authorization Form, and a history of cumulative spend for all prior work authorizations executed by the contractor performing the services under this RFP.

The Contractor will not be authorized to undertake any planned project without a duly executed work authorization and corresponding purchase order, which shall specify the services to be performed and the time for which the services are to be completed.

The purchase order will act as the Notice to Proceed from the County unless otherwise specified in writing by the County, by the Division Director or designee. The work authorization and authorized purchase order may only be changed by written revision to the work authorization and purchase order authorized by the County.

If the Contractor desires to make a claim for a change in the price or time of an approved work authorization and authorized purchase order, written notice of each claim, dispute and other matter shall be delivered to the County within seven (7)

calendar days of the occurrence first happening. Written supporting data will be submitted to the County within fifteen (15) calendar days after the occurrence unless the County allows additional time. If the Contractor fails to strictly comply with these notices and submittal time periods, the Contractor shall be deemed to have waived their right to assert a claim the Contractor might otherwise have had concerning the matter.

EMERGENCY PROJECTS

The selected Contractor must be available for projects that require an emergency response. Emergencies are generally defined as a threat to public health and safety, acts of nature and/or equipment/product failure that can result in non-compliance with regulatory and/or permit requirements. The Contractor must be capable of being on site within two (2) to four (4) hours of the first call on any given day, night, weekend, or holiday. The County, by the Division Director or their designee, will contact an awarded Contractor to complete the emergency project.

The work shall commence immediately upon arrival at the site and a purchase order will be issued when an accurate estimate of cost can be established. The purchase order may only be changed by written revision to the purchase order authorized by the County. Hourly labor rates for emergency projects shall be in accordance with the emergency rates listed in Attachment “C” Cost Sheet under Tab 4. All other costs shall be based on the unit prices listed in Attachment “C” Cost Sheet under Tab 4.

ON-CALL (STANDBY) SERVICES

The selected Contractors may be requested to provide on-call (standby) services to augment County staff. On-call services are typically required outside of the County’s non-business hours (5 pm to 8 am weekdays and 24 hours weekends). On-call services shall be provided upon written request by the County. The unit cost for on-call services shall be based on one (1) 8-hour shift as listed in Attachment “C” Cost Sheet under Tab 4. Should the Contractor be required to respond to an issue or emergency during an on-call shift, hourly rates for on-call services shall be in accordance with the

emergency rates listed in Attachment “B” Cost Sheet under Tab 4. All other costs shall be based on the unit prices listed in Attachment “B” Cost Sheet under Tab 4.

OUT-OF-SCOPE WORK

When preparing a scope of work, if it is known or reasonably anticipated at the time that there are necessary items of construction that are not included on the Cost Sheet of the RFP proposal or, during the course of executing a planned or emergency project, the Contractor determines there are necessary items of construction that are not included on the Cost Sheet of the bid proposal, then the Contractor shall submit a proposal for out-of-scope work. The County shall not be obligated in any event for payment over the amounts identified on the purchase order. The cost of the out-of-scope work shall not be greater than twenty percent (20%) of the cost of the in-scope work. No out of scope work shall be performed without prior written approval from the County.

WORK COORDINATION/NOTIFICATION

The Contractor shall coordinate all work with the Utilities Project Manager and Utilities Operations section to ensure that plants and systems can continue to operate in a safe and compliant manner. The Contractor shall notify the appropriate Utilities Operations staff a minimum of five (5) working days prior to performing any work on an active system. If Operations staff cannot be reached, the Contractor notify the Utilities SCADA Manager and/or Utilities Project Manager assigned to the project.

BOND REQUIREMENTS:

A. The Contractor must submit a Bid Bond (Exhibit I) in the amount of $10,000. This document must be submitted under Tab 1, Introduction.

B. The Contractor must submit a Letter of Bondability from their bonding agent stating their current single job limit and aggregate limit. This document must be submitted under Tab, 1 Introduction.

C. The Bid Bond and Public Construction Bonds (PCB) (Exhibit II), as outlined below, shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

D. PCB’s will be required for purchase orders issued, for the amount of the scope of work, as per the following outline:

i. Purchase orders less than $50,000 will not require a PCB.
ii. Purchase orders greater than $50,000 and less than $100,000, a determination will be made by the County as to whether a PCB will be required.
iii. Purchase orders greater than $100,000 will require PCB.

E. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB (if required). The Contractor must provide an original PCB to the Procurement Division prior to beginning work on an approved purchase order.

F. A PCB will be reimbursed to the Contractor on the first application for payment; a copy of the bond premium invoice must be attached to the first application for payment.

G. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

ASSIGNMENT

The Contractor(s) will not be permitted to assign its agreement with the County.

QUALIFICATIONS

The selected Contractor(s) shall hold, at a minimum, current Florida Certified Electrical Contractor and current General Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, 52 weeks per year. Control panels must be assembled at a UL 508A & UL 698A listed panel shop that is located within a radius of 60 miles of the Utilities Administration building at 1011 Jim Keene Blvd., Winter Haven, Florida to enable the County the ability to monitor control panel assembly as needed.

The Contractor must show a high level of technical competency in the following technical competency groups:

<u>SCADA Technical Competency</u>

- Design of SCADA and automation system architectures and details.
- Configuration and programming of PLCs specifically including the following:
    - Modicon M340 series
    - GE RX3i and 90-30 series
    - Siemens S7 PLC series
    - Motorola MOSCAD ACE RTU's
- Configuration and programming of HMI systems specifically including the following:
    - Trihedral VTScada
- Industrial communication networks including the following:
    - Modbus and Modbus TCP

    - Siemens Profibus DP/PA and Profinet communications
- Design and construction and installation of industrial control panels.
    - Panel manufacturer shall be UL 508A Certified (or prevailing equivalent) and all control panels supplied shall have UL 508A (or prevailing equivalent) label affixed.
- Cellular Modem communications.

Electrical Technical Competency

- Design and implementation of electrical power, grounding, lighting, and motor control systems.
- Electrical and instrumentation wiring and duct bank systems.
- Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
- Design and implementation of voice/data/video networks using fiber optic, and Ethernet systems.
- Electric/Square D power distribution, power monitoring, and motor control equipment.

Instrumentation Technical Competency

- Design, (including but not limited to the creation of P&IDs), and implementation of new instrumentation systems for process control systems.
- Configuration, programming, calibration and maintenance of instrumentation specifically including the following:
    - Level transmitters
    - Flow meters
    - Pressure transmitters
    - Online process control analyzers such as pH, ORP, Cl, etc.
    - Valve actuators

Contractors may partner with or sub-contract up to 10% of the technical competencies that the Contractor does not normally offer.

AGREEMENT
The term of the Agreement will be for five (5) years, unless otherwise terminated in accordance with the Agreement.

PRICE INDEXING
The Contractor shall guarantee pricing in the Cost Sheet for three (3) years. Years 4 and 5 unit pricing may be indexed to the initial unit pricing using the Construction Cost Index (CCI) published by the Engineering New Record (ENR). The following calculation shall be used to adjust initial pricing levels:

((CCI Index for Year 4 minus CCI Index for Year 1) / CCI Index for Year 1) X 100 = Years 4 and 5 Allowable Increase

This section supercedes General Information, Item #28 of this RFP Package.

SUBMITTAL
Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Include a transmittal letter showing:
  - Company name
  - Name of person who can bind the company
  - Address
  - Telephone number
  - Email address
- Provide a copy of the following:
  - Electrical contractor license
  - General contractor license
- Provide the below exhibits:
  - Exhibit I, Bid Bond in the amount of $10,000
  - Exhibit IV, Non-Collusion Affidavit of Prime Proposer
- Provide a Letter of Bondability from a bonding agent
- Provide the completed Proposers Incorporation Information document (submittal page)

Tab 2, Experience & Proficiency on Similar Contracts (30 Points):

- Provide a minimum of three (3) and a maximum of five (5) projects constructed within the past two (2) years for which your company provided SCADA-related engineering, permitting and construction services under a continuing contract with a public utility. Referenced projects shall demonstrate competency in areas such as PLC programming in ladder logic and function block, HMI programming with VT SCADA, and design/ installation of power distribution, motor, and process control equipment. **(Limit response to one (1) page per project)**

- For each project, please provide:

  a. Name and location of the project;
  b. Size and cost of the project;
  c. Project owner's representative name, address, phone number, and email address;
  d. Date project was completed or is anticipated to be completed;
  e. The nature of the firm's responsibility on the project and equipment types;
  f. Identity of key staff and their role on each project;
  g. Identity of subcontractors and their roles
  h. Original budget and the final budget for the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, etc.; and
  i. Original completion date and actual completion date.

- List in-house, full-service capabilities. Indicate if the firm has relevant industry certifications including GE Premier Solutions Provider (PSP), Schneider Electric

Solutions Alliance Level Integrator Partner, Rockwell Automation Solutions Provider, Siemens SI^2 Integrator Partner Program, and VT SCADA Certified Solutions Provider. **(Limit response to one (1) page)**

- Define in detail the components of the work for both a planned project and an emergency project, including applicable project management, engineering, permitting, and construction management and scheduling. **(Limit response to two (2) pages)**

- Provide the number of registered complaints/business violations filed with any State Department of Professional Regulation, Polk County Building Division, or any governmental building division. **(Limit response to one (1) page)**

Tab 3, Technical & Personnel Resources (30 points)

- Provide an organizational chart of the team highlighting the key individuals and subcontractors who will perform the services as identified above. When identifying a subcontractor, indicate the name of the person that will be the key individual assigned to the agreement. **(Limit response to one (1) page)**

- The key staff presented in the Contractor's response shall be the staff utilized for the Agreement, including any subcontractors. Provide the resumes of the key staff as identified above, including current licenses/certifications, length of time in current position, and length of time with current employer. **(Limit response to one (1) page per resume)**

- Demonstrate each key staff's availability and their ability to respond to planned projects, emergency projects, and call outs (for on-call services). **(Limit response to one (1) page for all key staff)**

- List subcontractors to be used and their location from which resources will be committed to each project. Include the subcontractors' capabilities and experience relative to this RFP's scope of work. Submit a copy of their applicable licenses and/or certifications qualifying them to perform the work. **(Limit response to one (1) page per subcontractor)**

- Describe your approach and methodology to provide the scope of services requested in this RFP. **(Limit response to two (2) pages)**

Tab 4, Cost (20 Points)

- Proposers must submit prices on all items listed on the Cost Sheet, Attachment "C". Proposers shall provide an electronic copy of the Cost Sheet in Excel format with their proposal along with a hard copy of the Cost Sheet under this tab.

Should there be a conflict in unit price on the hard copy and electronic copy, the unit price submitted on the hard copy shall prevail.

Tab 5, Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more subcontractor that is a Polk County Entity to assist in performing the scope of work then the Proposer will be allocated one (1) point for each subcontractors which are a Polk County Entity up to a maximum of five (5) points. The Polk County Entity subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources in order to qualify for point allocation.

- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.

- Provide documentation of the subcontractor's headquarters and local offices, if any, and the amount of time the subcontractor has been located at each such local office. Please also indicate the number of employees at the local office.

- Proposers or subcontractors will be allocated points if they meet the following Polk County Government definition of Polk County Entity.

    - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or agreement with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6, Is the Firm a "Certified Woman or Minority Business Enterprise" (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as contractors. To that end we encourage all of our prime and professional services contractors to utilize W/MBE contractors where at all possible, irrespective of a company's certification status. Please explain how the submitting firm will encourage minority participation in the project. **(Limit response to one (1) page)**

- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more subcontractors that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each subcontractor which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources in order to qualify for point allocation.

- Proposers or subcontractors will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.

- If the Proposer or subcontractor has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:

    - Valid W/MBE Certification from one of the following:
        - Florida Minority Supplier Development Council
        - Women Business Enterprise National Council
        - The State of Florida Office of Supplier Diversity
        - Florida Department of Transportation
        - U. S. Small Business Administration
        - Federal Aviation Authority
        - Other Florida governmental agencies

    Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Women or Minority owned

business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 7, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Attachment "A") Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and six (6) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "**RFP #22-409, Utilities SCADA Construction Services**" and marked with the proposers name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, June 8, 2022.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4) – 20 points
- Polk County Entity" (Tab 5) – 5 points
- "Certified Woman or Minority Business Enterprise" (Tab 6)– 5 points
- Surveys of Past Performance (Tab 7)-10 points

Subtotal Points – 40 points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience & Proficiency on Similar Contracts (Tab 2) – 30 points
- Technical & Personnel Resources (Tab 3) – 30 points

Subtotal Points – 60 points

Total Points – 100 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board

or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.
The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.
After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.
The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds $100,000. The County Manager may execute contracts that do not exceed $100,000 in total.

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/procurement/vendor-registration

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

CONTRACTOR INSTRUCTIONS AND GENERAL INFORMATION

CONTRACTOR INSTRUCTIONS: To ensure acceptance of this RFP, follow these instructions.

RFP SUBMITTALS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **TAXES:** Proposers are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this RFP.

2. **MISTAKES:** Proposers are required to examine the document, and all instructions pertaining to the requirements of this RFP. Failure to do so will be at Proposer's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by Proposer to any Cost Sheet entry must be initialed by the person who is identified under Tab 1, Introduction, as the person who can bind the Company.

3. **INVOICING AND PAYMENT:** The successful Contractor shall submit an invoice to the County at the prices submitted. **An original invoice shall be submitted to the appropriate User Division.** The Contractor shall include the RFP number and/or the purchase order number on all invoices. By submitting an invoice, the Contractor's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Contractors performance of the work or the County's acceptance of any work.

4. **LIABILITY:** The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this RFP and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

5. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this RFP. If the Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Cost Sheet prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

6. All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent Proposer after the Selection Process phase.
    - These items include:
        - Exhibit V, Non-Collusion Affidavit of Subcontractor
        - Exhibit VI-B, Good Faith Effort Documentation
        - Exhibit VII, Trench Safety Act Compliance
        - Exhibit VIII, Equal Employment Opportunity
        - Exhibit IX, Drug-Free Work Place Form
        - Exhibit X, Safety Requirements/Regulations
        - Exhibit XVIII, Certificate of Compliance
        - Exhibit XIX, Affidavit Certification Immigration Laws
        - Exhibit XXI, Scrutinized Companies Certification

7. All prices quoted are to be F.O.B. job site in Polk County, Florida. Cost Sheet amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

8. **COST SHEET ERRORS:** Where Cost Sheet Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the RFP Submittal or their designee. The County reserves the right to reject any Cost Sheet Submittal with such erasures or corrections where the accuracy or intent of said Cost Sheet Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Cost Sheet Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

9. **MATERIAL AND CONSTRUCTION:** All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Proposers must disclose with their RFP the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Proposers must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Proposer's firm or any of their branches.

11. **APPROVAL OF AGREEMENT:** The recommended Contractor will be required to execute the agreement documents as outlined in the RFP package including, the Public Construction Bond, all signed exhibits and other required information

stated in any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Proposer for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

All agreements are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of an agreement prior to the Board's approval do so at their own risk.

12. **SECURITY FORFEITURE:** If after Contractor's receipt of a notice of recommendation for award the successful Contractor refuses or otherwise neglects to execute and deliver the required Agreement documents, including all signed exhibits, required insurance documents and other required information stated in the addendums within a reasonable time, the amount of the Contractor's bid security (Bid Bond) may be forfeited and the award cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed agreement documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Contractor for execution. No plea of mistake in the RFP or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14. **SAFETY REQUIREMENTS/REGULATIONS:**

14.1 The Contractor is required to submit Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as

interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

14.2 The Contractor is hereby notified that if awarded the RFP and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

14.3 The Contractor is hereby notified that if awarded the proposal they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The Contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15. **FLORIDA PUBLIC ENTITY CRIME STATUTE:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public, work, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this RFP, Contractor hereby certifies that they have complied with said statute.

16. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality and service are received; preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more proposals that are equal and also certifies as a drug free workplace, then the tie proposal shall be broken as per the Polk County Procurement Procedures.

17. **REQUIREMENT TO LIST SUBCONTRACTORS:** The Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested prior to work beginning and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the amount stated on the Cost Sheet.

    In addition, the Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

18. **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH (W/MBE's):** The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Proposers make good faith efforts to use qualified W/MBE subcontractors in preparing their proposal. The W/MBE's must be identified as such on the subcontractors list. Proposers are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 or (863) 534-5901 for assistance. If a Proposer makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by Proposers on construction proposals to solicit prices from women/minority contractors.

19. **EQUAL OPPORTUNITY FOR CONTRACTORS AND SUBCONTRACTORS:** Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, Contractors and subcontractors are obliged to take affirmative

action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

20. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or Cost Sheet by a Proposer that change the intent of the proposal will cause the proposal to be non-responsive and the proposal will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the proposal.

21. **CODE OF ETHICS:** If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the RFP is submitted and shall be further disqualified from submitting on any future solicitations for work, goods, or services for the County.

22. **UNIT PRICES:** Unless otherwise stated in this document, unit prices will be utilized to adjust the total compensation due the successful Contractor based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered after the Agreement is executed.

23. **RFP PROTEST**: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

    A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/procurement/protest-procedures. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

    FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

GENERAL INFORMATION

1. The term “County” means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2. **NON-CONFORMANCE TO RFP CONDITIONS:** Services not delivered as per delivery date in the RFP and purchase order may result in Contractor being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. This non-conformance to RFP conditions may result in immediate cancellation of the purchase order.

3. **ASSIGNMENT:** Any purchase order issued pursuant to this RFP and the monies which may become due herein is not assignable.

4. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

5. **FACILITIES:** The County reserves the right to inspect the Contractor’s facilities at any time, with prior notice.

6. **PLACING OF ORDERS:** The resulting Agreement of this RFP does not constitute an order. Before any services can be performed, the successful Contractor must receive written or oral notification in accordance with the practices of the User Division, as outlined within this RFP’s Scope of Work, and the resulting Agreement.

7. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as 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 nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration

of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under the Agreement.

8. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

9. **LIQUIDATED DAMAGES:** Contractors are hereby advised that if the purchase order so indicates, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

10. **INDEMNIFICATION:**

    10.1 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

10.2 The Contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

11. CONTRACTOR'S RESPONSIBILITIES:

11.1 Supervision and Superintendence:

11.1.1 The Contractor shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the authorized purchase order. Prior to the commencement of the Work the Contractor shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the County the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the County may require the Contractor to assign a different superintendent and the Contractor will be required to submit the resume of the replacement for the same consideration as before. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction that is shown or indicated in and expressly required by the purchase order. The Contractor shall be responsible to see that the completed Work complies accurately with the purchase order.

11.1.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the County. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications to the superintendent shall be as binding as if given to the Contractor.

11.2 Labor, Material and Equipment:

11.2.1 The Contractor shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order on the site.

11.2.2 The Contractor shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the purchase order.

11.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the purchase order. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

11.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the purchase order.

12. **SUBSTITUTE MATERIAL OR EQUIPMENT:** If the Contractor wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the County for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written authorization of the County. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the County shall be by revision to the purchase order.

13. **CONCERNING SUBCONTRACTORS:**

13.1 The Contractor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the purchase order shall create any contractual relationship between any subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any subcontractor, except as may otherwise be required by law. The County may furnish to any

subcontractor, to the extent practical, evidence of amounts paid to the Contractor for specific Work done.

13.2 The Contractor shall identify and provide information on subcontractors, suppliers and other persons or organizations which shall be used by the Contractor, in accordance with requirements of the purchase order.

13.3 The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the purchase order, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the County.

13.4 All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall pay each subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the Contractor under this insurance.

14. **PERMITS:** The Contractor shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base proposal. Permit fees, if any, will be reimbursed to the Contractor on a separate invoice. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

15. **USE OF PREMISES:**

15.1 The Contractor shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the purchase order. The Contractor shall not unreasonably encumber the site with material and equipment. Any loss or damage to the Contractor’s or any subcontractor’s equipment is solely at the risk of the Contractor.

15.2 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave

the site clean and ready for occupancy by the County at substantial completion of the Work. The Contractor shall restore to original condition all property so designated for alteration by the purchase order.

15.3 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

16. **SAFETY AND PROTECTION:**

16.1 The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

16.1.1 All employees on the Work and other persons who may be affected by it.

16.1.2 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or material, irrespective of whether the Contractor has transferred the title of the stored equipment or material to the County.

16.1.3 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

16.2 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The Contractor is required to comply with OSHA Standards regardless of the number of employees they may have.

16.3 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:	The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.
Second violation	May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
Third violation	This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

16.4 Should the work site be in a hazardous area, the County may furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the Contractor in the planning of a safe work site.

16.5 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

16.6 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the Professional. All communications to the superintendent shall be as binding as if given to the Contractor.

16.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to the County Representative all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County projects.

16.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the County, until such documents are received.

16.9 In any event the County may stop the work when, in the County's opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

16.10 When it becomes necessary to stop the work for any of the reasons contained herein, the County shall issue a Stop Work Authorization to instruct the Contractor to cease work on the project. The County shall not be penalized in any manner as a result of this Stop Work Authorization.

17. EMERGENCIES:

17.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor is obligated to prevent or mitigate threatened damage, injury or loss. The Contractor shall give the County written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the Contractor believes the emergency results in additional Work, a claim for a such work may be submitted in accordance with the procedures set forth herein.

17.1.1 The Contractor shall immediately notify the County of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

17.1.2 If the County determines that a change in the purchase order is required because of the action taken by the Contractor in response to such an emergency, a revised purchase order will be issued to document the consequences of such action.

18. **WARRANTY AND GUARANTEE:**

18.1 The Contractor warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Agreement and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the purchase order or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the Contractor by the County's Project Manager. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

18.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion and acceptance by the County, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement, any Work or material are found to be defective, incomplete or otherwise not in accordance with the purchase order, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work or, if it has been rejected by the County, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the Contractor.

19. **COMMUNICATIONS:** After the issuance of any Request for Proposal, prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other

than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

20. **INSURANCE REQUIREMENTS:** The selected firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt contractors, Employers Liability in the amount of $1,000,000. Commercial General Liability Insurance $2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Professional Liability Insurance in the amount of $2,000,000 per occurrence. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

21. **AFFIRMATION:** By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

22. **DEVELOPMENT COSTS:** Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to

the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

23. **ADDENDA:** The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/procurement/bids. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

24. **APPLICABLE LAWS AND COURTS:** This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

25. **PROPOSAL ACCEPTANCE PERIOD:** A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

26. **ADDITION/DELETION:** The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

27. **PRICE INCREASES:** The Procurement Director reserves the right to increase/decrease prices after the Agreement has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.

28. **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the Proposers are **required** to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.** Proposers should provide a redacted copy of proposal with submittal.

    All proposals received from Proposers in response to this Request for Proposal will become the property of the County and will not be returned to the Proposers.

In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

29. **REVIEW OF PROPOSAL FILES:** In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

    Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

30. **UNAUTHORIZED ALIEN(S):** The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS." (Exhibit XIX)

    Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

    If your company wishes to avail themselves of this program, you can register online for E-Verify at http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov /e-verify** or contact USCIS at **1-888-464-4218.**

31. **LIMITATIONS:** The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

32. **ATTORNEY'S FEES AND COSTS**: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

33. **PUBLIC RECORD LAWS**

(a)The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**

TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

34. **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

35. **NO CONSTRUCTION AGAINST DRAFTER:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all Proposers and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

□ Sole Proprietorship
□ Partnership
□ Non-Profit
□ Sub Chapter
□ Joint Venture
□ Corporation
□ LLC
□ LLP
□ Publicly Traded
□ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

ATTACHMENT "A"
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, then Procurement will only use those identified under Tab 2.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (SCADA Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services ($3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Attachment “B”

RFP 22-409, Contractor Work Analysis Form

To receive a copy of the Contractor Work Analysis Form for reference, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Contractor Work Analysis form. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Attachment “C”

RFP 22-409, Utilities SCADA Construction Services Bid Sheet

To receive a copy of the Excel Bid Sheet, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Attachment “D”

RFP 22-409, SCADA Work Authorization Form

To receive a copy of the SCADA Work Authorization Form for reference, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Contractor Work Analysis form. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT I: BID BOND

RFP 22-409, Utilities SCADA Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we _____(hereinafter called the Principal) and _____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of _____,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of **ten thousand and 00/xx** dollars (**$10,000.00**) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total of each Work Authorization (when applicable), in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of _____ 20___.

ATTEST: PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____ _____
Witness Printed Name

_____
Title of Person Signing Above

ATTEST: SURETY: _____
Printed Name

_____ BY: _____ (SEAL)
Witness Attorney in Fact

_____ _____
Witness Printed Name

_____
Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II: PUBLIC CONSTRUCTION BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $_____

CONTRACT NUMBER: RFP 22-409

GENERAL DESCRIPTION OF PROJECT: _____
_____
_____
_____

PROJECT LOCATION: _____
_____
_____
_____

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____

_____, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of $_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of RFP 22-409, Utilities SCADA Construction Services, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____day of _____, 20__.

.

ATTEST:

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on RFP # 22-409, Utilities SCADA Construction Services and the inclusion by _____(Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this _____ day of _____, 20__, by _____

_____ (Name of Surety)

_____

Authorized signature of Surety

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____)
SS
County of _____)
_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, the Proposer that has submitted the attached Proposal;

2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of their 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this ____day of _____, 20___

_____
(Title)
My Commission expires _____

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County). **THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY**.

State of _____)
SS
County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____ , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Proposal Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with RFP 22-409, Utilities SCADA Construction Services.

3. Such subcontractor's RFP Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor 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 Proposer, firm or person to submit a collusive or sham RFP Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said subcontractor's Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this_____ day of _____ , 20 ____

_____

_____
(Title)

My Commission expires _____

EXHIBIT VI-A: SUBCONTRACTOR LIST

To receive a copy of the Exhibit VI-A Excel spreadsheet, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 22-409 Utilities SCADA Construction Services.zip**", select "Open" or "Save As" to download Exhibit VI-A, Subcontractor List. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Proposer to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://apps.polk-county.net/vendordirectory/, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. 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 FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	$_____	$
B. _____	_____	_____	$_____	$
C. _____	_____	_____	$_____	$
D. _____	_____	_____	$_____	$
			Total	$

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____

Address: _____

_____

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES_____ NO____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES____ NO___

3. Proposer has filed all compliance reports due under applicable instructions:

   YES_____ NO_____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

   YES_____ NO____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that_____does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Proposer hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this _____ Day of _____ 20___

Name of Firm: _____

By: _____
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

Dated this _____ Day of _____ 20___

Notary Public: _____

My Commission Expires: _____

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: RFP 22-409 Utilities SCADA Construction Services
_____
_____

DATE:_____
CONTRACT NO._____
PROGRESS PAYMENT NUMBER:_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____	_____
Subcontractor or Supplier Name	**Subcontractor or Supplier Name**
_____	_____
Street Address	**Street Address**
_____	_____
City, State and Zip	**City, State and Zip**

State of Florida
County of: _____

Sworn to and subscribed before me this _____ day of _____ of _____by

_____
(Print name of authorized person signing Certification)

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
(**Notary Public)**
Commission Expires: _____

Personally known _____
OR Produced identification_____

_____
Contractor
_____
By
_____
Title

Type of Identification Produced:_____

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.

2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.

3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.

4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.

5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 22-409, Utilities SCADA Construction Services

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 22-409 PROJECT NAME: Utilities SCADA Construction Services

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (COUNTY), WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

_____ _____ _____
Signature Title Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this _____day of

_____, 20____, by _____ who has produced
(Print or Type Name)
_____ as identification
(Type of Identification and Number)

_____
Notary Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Proposer shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract RFP File: 22-409, Utilities SCADA Construction Services for the following reasons:

_____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify)._____

_____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified Proposers for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM
(Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 22-409

PROJECT NAME: Utilities SCADA Construction Services

The undersigned, as _____ of _____(the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:
   a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
   b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
   c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
   d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been

engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST:	_____
	a_____ _____
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its:_____	Its: _____

Attachment "B"

RFP 22-409, Selection Procedure for Contractor

Date Analysis Performed:

Division:

Division Director:

Work Authorization Number:

Scope:

Step 1:

Review current list of Contractors

Contractor	Address		Elevated for Consideration

Step 2:

Review List for appropriate Expertise, Experience, and Personnel

Contractor	Expertise	Experience	Personnel	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 3: Past Performance on Similar Projects Satisfactory

Contractor	Past Performance on Similar Projects Satisfactory	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 4: Total Contract Spend Since Contract Execution

Contractor	Contract Value	Elevated for Consideration

State justification for each conractor not elevated by category:

Step 5: Meet Needs of Project Scope, Assigned Professional, Location, Special Needs of Project, Sub-Consultant

Contractor	Meet Scope	Assigned	Location	Special Needs *

*Please provide a paragraph describing special needs

Step 6: Verify Proposed Scope Consistent with Scope of Services

Step 7: Fee Proposal Fair and Reasonable

Recommendation:

Based on the Procedures and Step Analysis Performed above, XXXX is selected.

ATTACHMENT "C"

RFP 22-409, Utilities SCADA Construction Services
COST SHEET

Item #	Description	Part #	Quantity		Unit Price	Extended Price
	Mobilization / Embedded Cost / Reimbursement per Purchase Order Total					
1	$10,000 And Under		20	EA		$ -
2	$10,001 - $75,000		200	EA		$ -
3	$75,001 And Over		10	EA		$ -
4	Public Construction Bond in the amounf of $100,000		1	EA		$ -
	Labor Rates (Regular)					
5	Project Manager		4,000	HR		$ -
6	Sr. Project Engineer		50	HR		$ -
7	Project Engineer		300	HR		$ -
8	HMI/PLC Programmer		600	HR		$ -
9	Network Enginneer		100	HR		$ -
10	Instrumentation Technician		240	HR		$ -
11	Fiber Optic Technician		60	HR		$ -
12	CAD Designer		600	HR		$ -
13	Field Superintendant		4,000	HR		$ -
14	Journeymen Wireman		35000	HR		$ -
15	Apprentice Wiremen		12500	HR		$ -
	Labor Rates (Emegency and On-Call)					
16	HMI/PLC Programmer		40	HR		$ -
17	Instrumentation Technician		40	HR		$ -
18	Fiber Optic Technician		20	HR		$ -
19	Field Superintendant		40	HR		$ -
20	Journeymen Wireman		400	HR		$ -
21	Apprentice Wiremen		400	HR		$ -
22	On-Call Staffing (per 8-hour shift)		100	SHIFT		$ -
	Standard Lift Station Pump Control / RTU Panels enclosure components					
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150	EA		$ -
24	Universal Enclosures Back Panel	U4848P	200	EA		$ -
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400	EA		$ -
26	Hoffman Door operated switch	ALFSWD	400	EA		$ -
27	HOFFMAN COROSION INHIBITOR	AHCI10E	400	EA		$ -
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200	EA		$ -
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200	EA		$ -
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200	EA		$ -
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200	EA		$ -
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200	EA		$ -
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400	EA		$ -
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400	EA		$ -
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400	EA		$ -
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400	EA		$ -
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400	EA		$ -
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400	EA		$ -
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400	EA		$ -
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400	EA		$ -
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400	EA		$ -
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400	EA		$ -
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400	EA		$ -
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400	EA		$ -
45	Omron Relay Socket	PF083A-E	400	EA		$ -
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400	EA		$ -
47	Omron Relay Socket	P2RF-08-S	400	EA		$ -
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200	EA		$ -
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200	EA		$ -
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200	EA		$ -
51	Modicon M340 8-slot backplane	BMXXBP0800	200	EA		$ -
52	Modicon M340 Power Supply	BMXCPS2010	200	EA		$ -
53	Modicon M340 CPU	BMXP342020	200	EA		$ -
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600	EA		$ -
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200	EA		$ -
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200	EA		$ -
57	Modicon M340, DMP Communication Module	BMXNOR0200H	200	EA		$ -
58	Modicon M340 Flying Leads	BMXFTW301	800	EA		$ -
59	Modicon M340 Flying Leads	BMXFTW308S	200	EA		$ -
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200	EA		$ -
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200	EA		$ -
62	Phoenix Contact UPS-BAT/VRLA/24DC/12 AH	2320322	400	EA		$ -
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200	EA		$ -
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200	EA		$ -
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200	EA		$ -
66	Wilkerson Backup Pump Controller	DR1920-1	200	EA		$ -
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200	EA		$ -
68	Square D Connexium Unmanaged 8-port ethernet switch	TCSESU083FN	200	EA		$ -
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200	EA		$ -
70	Square D Relay Socket	RXZE2M114	1200	EA		$ -
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200	EA		$ -

RFP 22-409, Utilities SCADA Construction Services
COST SHEET

Item #	Description	Part #	Quantity		Unit Price	Extended Price
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200	EA		$ -
73	Square D JUMPER BAR	RSLZ2	200	EA		$ -
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA		$ -
75	PANDUIT COVER, 1"	C1WH6	1200	EA		$ -
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA		$ -
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA		$ -
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200	EA		$ -
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA		$ -
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA		$ -
81	Entrelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400	EA		$ -
82	Entrelec Single Tier Terminal Block, M4/8 SF, No Indication	115 657.25	400	EA		$ -
83	Entrelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA		$ -
84	Entrelec END SECTION - FEM8S	116 951.15	400	EA		$ -
85	Entrelec END SECTION FEM6	118 368.16	800	EA		$ -
86	Entrelec END SECTION- FEM6D	118 499.23	600	EA		$ -
87	Entrelec Terminal block Jumper bar, BJM8	168.974.00	200	EA		$ -
88	Entrelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA		$ -
89	Entrelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA		$ -
90	Entrelec Single Tier Terminal Block end barrier	118.368.16	1200	EA		$ -
91	Entrelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA		$ -
92	Entrelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA		$ -
93	Entrelec Two Tier Terminal Block end barrier,	118.499.23	600	EA		$ -
94	Entrelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA		$ -
95	Entrelec JUMPER BAR BJMI6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176 667.04	400	EA		$ -
96	Entrelec Marker Holder, PEBM	113.084.01	1200	EA		$ -
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA		$ -
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA		$ -
99	WAGO END CLAMP	249-117	6600	EA		$ -
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA		$ -
101	PANDUIT	E1.5X3WH6	3600	EA		$ -
102	PANDUIT COVER	C1.5WH6	3600	EA		$ -
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA		$ -
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800	EA		$ -
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400	EA		$ -
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400	EA		$ -
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA		$ -
108	Square D Blank Name Plate	ZBZ32	1800	EA		$ -
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA		$ -
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA		$ -
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA		$ -
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA		$ -
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA		$ -
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA		$ -
115	Wilson Cellular Antenna	301202	200	EA		$ -
116	Wilson Radio Cable, 10' LMR400	952310	200	EA		$ -
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA		$ -
118	Radio Shelf, aluminum	Custom	200	EA		$ -
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400	EA		$ -
120	Hubbell 20A Single Pole Switch	HBL1221GY	200	EA		$ -
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200	EA		$ -
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200	EA		$ -
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20G	200	EA		$ -
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400	EA		$ -
125	Square D Terminal Block	9080 GM6	3600	EA		$ -
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600	EA		$ -
127	Square D Relay Base, 2-pole	RGZE1S48M	1000	EA		$ -
128	Square D Varistor, 120 VAC	RZM021FP	1000	EA		$ -
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-	400	EA		$ -
130	TE Connectivity / P&B Latching Relay Base	27E893	400	EA		$ -
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200	EA		$ -
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200	EA		$ -
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200	EA		$ -
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200	EA		$ -
135	#16 AWG MTW Wire		60000	LF		$ -
136	#14 AWG MTW Wire		60000	LF		$ -
137	#12 AWG MTW Wire (25 amps)		12000	LF		$ -
138	#8 AWG MTW Wire (50 amps)		6000	LF		$ -
					GRAND TOTAL:	**$ -**

ATTACHMENT "D"

Work Authorization

1. Contract No.:	2. Work Authorization Number:
3. Date of Contract (Effective Date):	4. Effective Date of Work Authorization: **Commensurate with PO**
5. Expiration Date of Bid:	6. Work Authorization Term: **This authorization shall be in full force and effect until completion of all identified construction services.**

7. Contractor:

8. Division:

9. Project Title:

10. Purpose of Contract (Attach specific scope of services, fees, etc.):

11. Work Authorization **xx** Amount**: $**_____

Cumulative Authorized to date: **$**_____

12. Approvals:

_____ _____
_____, *SCADA/Project Manager* *Date Signed*

_____ _____
_____, *Utilities Director* *Date Signed*

_____ _____
_____, *County Manager (or designee)* *Date Signed*
(County Manager approval only for authorizations >$100K,<$250K

Exhibit VI-A
Subcontractor List

		Classification														
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total
General Conditions																$ -
Maintenance of traffic																$ -
Signing																$ -
Pavement markings																$ -
Asphalt																$ -
Clearing & Grubbing																$ -
Signalization																$ -
Sodding																$ -
SubTotals		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Allowance																$ -
TOTAL																$ -

May 25, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP 22-409, Utilities SCADA Construction Services

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Revision, Questions Received and Answers.

Ari Goldstein, CPP
Ari Goldstein
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

RFP 22-409, Utilities SCADA Construction Services
ADDENDUM # 1

REVISION

1: DELETE IN ITS ENTIRETY: Qualifications, Paragraph 1 (page 11 of the RFP Package)

The selected Contractor(s) shall hold, at a minimum, current Florida Certified Electrical Contractor and current General Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

REPLACE WITH:
The selected Contractor(s) shall hold, at a minimum, a current Florida Certified Electrical Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

QUESTIONS AND ANSWERS

Question 1: We did notice there is a General Contractors license requirement. We have acted as the GC in SCADA projects in Florida (completed and ongoing), but we have not seen this requirement before. We are licensed Electrical Contractors, but not general. We do not see a reason to require a GC license on a project of this nature and would like request this GC requirement be relaxed.

Answer 1: Based on some of the anticipated work needed under this RFP, the County has removed the General Contractor requirement for this solicitation. Please see Revision Item #1 above.

Question 2: What platforms are used with the County's SCADA systems?

Answer 2: The County mostly uses VTScada but still has a couple of iFix and WinCC servers.

Question 3: What is to be expected under the On-Call Services work?

Answer 3: There are two expectations, one is to be available during emergency situations if necessary and the second is to help supplement the on-call rotation during staff shortages if possible.

Question 4: The County mentioned several PLCs. Which is the one the County uses most?

Answer 4: The County has standardized on Modicon PLCs, mostly M340s with a few M580s. However, we still have a few GE RX3i PLCs along with some Siemens S7-400 and S7-300 PLCs.

Question 5: Is the County's PLC software updated?

Answer 5: Yes.

Question 6: Does the County anticipate a need for cybersecurity counter measure implementation?

Answer 6: The County currently has vendors to perform this type of work, but if a contractor provides these services, we request they list them in their proposals under Tab 2, Experience & Proficiency on Similar Contracts when listing in-house, full service capabilities.

Question 7: Are subcontractors required to be located within the 60-mile radius to the Polk County Utilities Administration Building?

Answer 7: Per the qualifications, the only requirement for being located within a 60-mile radius is the location of the UL 508A and UL 698A listed panel shops. If the panel shop is not owned/operated by the prime contractor, then yes, this does apply to the subcontractor.

June 6, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP 22-409, Utilities SCADA Construction Services

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Question Received and Answer.

The receiving period and Bid Opening date have been extended one (1) week. The revised receiving period is prior to 2:00 p.m., Wednesday, June 15, 2022.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

RFP 22-409, Utilities SCADA Construction Services
ADDENDUM # 2

QUESTION AND ANSWER

Question 1: We are having difficulty obtaining some of the prices for equipment on the "Attachment C" cost sheet. Can the RFP be extended one-week?

Answer 1: Yes. Please refer to page 1 of this addendum for the revised due date for this RFP.

TABLE OF CONTENTS

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

TAB 1	Introduction
TAB 2	Experience & Proficiency on Similar Contracts
TAB 3	Technical & Personnel Resources
TAB 4	Cost
TAB 5	Is the Firm a "Polk County Entity"?
TAB 6	Is the Firm a "Certified Woman or Minority Business Enterprise"?
TAB 7	Surveys of Past Performance

May 25, 2022

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RFP 22-409, Utilities SCADA Construction Services

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Ari Goldstein, CPP
Ari Goldstein
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature: Eric Sullivan
Printed Name: Eric Sullivan
Title: Business Development Manager
Company: General Control Systems, Inc.

RFP 22-409, Utilities SCADA Construction Services
ADDENDUM # 1

REVISION

1: **DELETE IN ITS ENTIRETY:** Qualifications, Paragraph 1 (page 11 of the RFP Package)

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June 6, 2022

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RFP 22-409, Utilities SCADA Construction Services

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Ari Goldstein, CPP
Ari Goldstein
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature	Eric Sullivan
Printed Name:	Eric Sullivan
Title:	Business Development Manager
Company:	General Control Systems, Inc.

Answer 3: There are two expectations, one is to be available during emergency situations if necessary and the second is to help supplement the on-call rotation during staff shortages if possible.

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Answer 4: The County has standardized on Modicon PLCs, mostly M340s with a few M580s. However, we still have a few GE RX3i PLCs along with some Siemens S7-400 and S7-300 PLCs.

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Answer 5: Yes.

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Answer 6: The County currently has vendors to perform this type of work, but if a contractor provides these services, we request they list them in their proposals under Tab 2, Experience & Proficiency on Similar Contracts when listing in-house, full service capabilities.

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TAB 1- Introduction

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

1-1 Transmittal Letter

1-2 Electrical License

1-3 Exhibit I, Bid Bond in the amount of $10,000

1-4 Exhibit IV, Non-Collusion Affidavit of Prime Proposer

1-5 Letter of Bondability

1-6 Incorporation Information

GENERAL CONTROL SYSTEMS

Transmittal - Introduction

To: Mr. Goldstein
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

From: General Control Systems, Inc.
3520 Airport Road
Lakeland, FL 33811

Ref: Polk County RFP 22-409 Utilities SCADA Construction Services

General Controls Systems (GCS) is thankful for the opportunity to participate in the Polk County RFP 22-409 Utilities SCADA Construction Services process. GCS may be new to the area but has been in business serving the Water and Wastewater industry for over 25 years in the Albany, New York area. GCS was founded in 1996 in Latham, NY, and has grown and expanded to its present location in Albany, and now Florida.

The Florida division of GCS was started by the owner Randy Powell's vision to expand the company to the Florida market. The goal is to provide the same quality service in Florida that GCS became known for in the New York market.

The opportunity to open the division in Florida was accelerated in 2021 after the acquisition of Curry Controls Company by Revere Control Systems left a group of engineers known for providing quality SCADA solutions wanting a change in direction.

The GCS Florida division was the opportunity for a new beginning. GCS Florida is a win-win-win for both Curry engineers who had developed long-lasting relationships with customers, local vendors in the Central Florida area, and the Florida customers who desire to maintain a competitive option from a quality SCADA solution provider.

Owner Randy Powell agreed with the GCS Florida team's desire to maintain our local presence and opened the Florida division here in Lakeland Florida. Our vision is to continue to serve our customers with the highest quality engineering services, UL508A panel manufacturing, turn-key solutions, while working with our local vendors, and providing employment opportunities for local workers here in Florida.

GCS is licensed in the State of Florida as a Certified Electrical Contractor. Our office and panel shop is located at 3520 Airport Road, Lakeland FL 33811. We have the ability, expertise, and resources required by this RFP to provide turn-key systems to Polk County Utilities.

GENERAL CONTROL SYSTEMS

Our engineers have the exact skills required by this RFP with over 130+ years of combined experience and have done so on many Polk County projects already.

The following are authorized to bind the company*:

Randy Powell (President)*
17 Corporate Way
Albany, NY, 12203
Office: 518-270-8045
rpowell@generalcontrolsystems.com

Greg Pacifico (Vice President)*
17 Corporate Way
Albany, NY, 12203
Office: 518-270-8045
gpacifico@generalcontrolsystems.com

Local GCS contacts:

Eric Sullivan (Business Development Manager)
3520 Airport Road
Lakeland, FL 33811
Office: 863-250-8069 (ext. 401)
Mobile: 863-698-8266
esullivan@generalcontrolsystems.com

Milton Weaver (Director of Engineering)
3520 Airport Road
Lakeland, FL 33811
Office: 863-250-8069 (ext. 402)
Mobile: 863-559-9495
mweaver@generalcontrolsystems.com

Thank you in advance for your consideration. We look forward to helping Polk Utilities achieve its goals.

Eric Sullivan
Business Development Manager
General Control Systems

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SULLIVAN, ERIC SHANE

GENERAL CONTROL SYSTEMS INC.
17 CORPORATE CIRCLE
ALBANY NY 12203

LICENSE NUMBER: EC13006838

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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.

EXHIBIT I: BID BOND

RFP 22-409, Utilities SCADA Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we General Control Systems, Inc (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of **ten thousand and 00/xx** dollars (**$10,000.00**) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of RFP 22-409 Utilities SCADA Construction Services

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total of each Work Authorization (when applicable), in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 26th day of May 2022.

ATTEST:

PRINCIPAL: General Control Systems, Inc.

BY: Pete Pritchard (SEAL)
Authorized Signature (Principal)

Witness

Witness

Peter Pritchard
Printed Name

Secretary
Title of Person Signing Above

ATTEST:

SURETY: Westfield Insurance Company
Printed Name

Witness

BY: (SEAL)
Attorney in Fact

Witness

Harry B. Ungeheuer
Printed Name

One Park Circle, PO Box 5001, Westfield Center, OH 44251
Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

POWER NO. 3130272 01
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **HARRY B. UNGEHEUER, MICHAEL J. GRASSO, JAYMIE P. COLUMBUS, KIMBERLY A. RITCHIE, JOINTLY OR SEVERALLY.**
of **LATHAM** and State of NY their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **14th** day of **March**, A.D., **2022**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper,
National Surety Leader and *Senior Executive*

State of Ohio
County of Medina ss.

On this **14th** day of **March**, A.D., **2022**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, Connecticut**, that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order

Notarial Seal Affixed

By:
David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.

CERTIFICATE

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **26th** day of, **May** A.D., **2022**.

By:
Frank Carrino, *Secretary*

BPOAC (0.

INDIVIDUAL

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

_____
Notary Public

COPARTNERSHIP

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

CORPORATE

STATE OF _____
COUNTY OF _____ } ss

On this 6th day of June, 2022, before me personally appeared Peter Pritchard to me known, who, being by me first duly sworn, did depose and say that he/she resides in Montgomery County, NY; that he/she is the Secretary of General Control Systems the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

AUBY C CURTIS
Notary Public - State of New York
NO. 01CU6425726
Qualified in Rensselaer County
My Commission Expires Nov 29, 2025

_____, Notary Public
Notary Public

SURETY

STATE OF New York
COUNTY OF Albany } ss

I, Michael J. Grasso Notary Public of Warren County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Westfield Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Westfield Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Queensbury, NY in said County, this 26th day of May, A.D. 2022.

MICHAEL J. GRASSO
Notary Public, State of New York
No. 4792705
Qualified in Warren County
Commission Expires 12/31/2025

_____
Notary Public

Form F5345

Financial Statement

Reset Form

December 31, 2021

Westfield Insurance Co.

Westfield Center, Ohio 44251-5001

WESTFIELD INSURANCE COMPANY
BALANCE SHEET
12/31/21
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	18,262
Bonds	1,419,633
Stocks	584,732
Agents' balances and uncollectd premiums, net	348,890
Other admitted assets	907,978
Total admitted assets	3,279,495
Liabilities	
Reserve for unearned premiums	518,783
Reserve for unpaid losses and loss expenses	977,113
Reserve for taxes and other liabilities	259,434
Total liabilities	1,755,330
Capital stock	8,220
Surplus to policyholders	1,515,945
Total surplus	1,524,165
Total liabilities and surplus	3,279,495

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2021.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

WESTFIELD INSURANCE CO. SEAL

Sworn to before me this 9th day of February A.D. 2022.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

NOTARY PUBLIC STATE OF OHIO

BD5402 D

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of New York)
SS
County of Albany)

_____, being first duly sworn, deposes and says that:

1. They are Secretary of General Control Systems, Inc., the Proposer that has submitted the attached Proposal;

2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of their 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Peter Pritchard

Title Secretary

Subscribed and sworn to before me this 6th day of June, 2022

_____, Notary Public
(Title)

My Commission expires 11/29/25

AUBY C CURTIS
Notary Public - State of New York
NO. 01CU6425726
Qualified in Rensselaer County
My Commission Expires Nov 29, 2025

Gallagher
Insurance | Risk Management | Consulting

2 Country Club Rd., Ste. 1
Queensbury, NY 12804
USA

800-233-0115
www.ajg.com

May 26, 2022

Polk County Board of County Commissioners
Attn: Ari Goldstein, Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

Re: Surety Bond Program
General Control Systems, Inc., 17 Corporate Circle, Albany, NY 12203

Dear Ari:

Be advised that General Control Systems, Inc. currently has a surety credit facility through our Agency and supported by the Westfield Insurance Company of Westfield Center, OH.

The current program guidelines are Single job capacity of $5,000,000 with a cost to complete Aggregate of $10,000,000. These numbers are fluid and not "cast in stone", as Westfield Insurance Company is always willing to consider additional surety credit.

Executions of bonds are subject to a review of the contract terms, conditions and project financing by both General Control Systems, Inc. and their surety, Westfield Insurance Company. Further, satisfactory evaluation of normal underwriting requirements at the time the bond is requested will be considered. Requests for the issuance of the bonds must be made prior to mobilization by General Control Systems, Inc., but not sooner than the award of the contract to General Control Systems, Inc..

Westfield Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A (Excellent) with a Financial Size Category of XV ($2 Billion or greater) by A.M. Best Company.

Should have any questions concerning this information, feel free to contact me, thank you.

Sincerely,

Harry B. Ungeheuer, CIC
Bond Manager
Cool, a Gallagher Company
Harry_Ungeheuer@ajg.com

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all Proposers and submitted with their bid submittal:

Company Name: General Control Systems Inc

DBA/Fictitious Name (if applicable): _____

TIN #: 14-1795181

Address: 17 Corporate Cir

City: Albany

State: New York

Zip Code: 12203

County: United States

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Randy Powell

Phone Number: 518-470-2325

Cell Phone Number: 518-470-2325

Email Address: rpowell@generalcontrolsystems.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: New York

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Electronic Articles of Incorporation For

GENERAL CONTROL SYSTEMS INC

P21000095426
FILED
November 05, 2021
Sec. Of State
mnkane

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GENERAL CONTROL SYSTEMS INC

Article II

The principal place of business address:

3520 AIRPORT ROAD
LAKELAND, FL. US 33811

The mailing address of the corporation is:

17 CORPORATE CIRCLE
ALBANY, NY. US 12203

Article III

The purpose for which this corporation is organized is:

PERFORM INTEGRATION AND MANUFACTURING OF CUSTOM CONTROL SYSTEMS SPECIALIZING IN SEMICONDUCTOR, ENERGY, WATER AND WASTEWATER, AND INDUSTRIAL AUTOMATION SECTORS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

ERIC SULLIVAN
5974 VELVET LOOP
LAKELAND, FL. 33811

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ERIC SULLIVAN

P21000095426
FILED
November 05, 2021
Sec. Of State
mnkane

Article VI

The name and address of the incorporator is:

DAVID SCOTT
17 CORPORATE CIRCLE

ALBANY, NY 12203

Electronic Signature of Incorporator: DAVID SCOTT

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
RANDALL POWELL
17 CORPORATE CIRCLE
ALBANY, NY. 12203 US

Title: VP
GREG PACIFICO
17 CORPORATE CIRCLE
ALBANY, NY. 12203 US

Article VIII

The effective date for this corporation shall be:

11/01/2021

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

General Control Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

17 Corporate Circle

Requester's name and address (optional)

6 City, state, and ZIP code

Albany, NY 12203

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	4	–	1	7	9	5	1	8	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Rachel Rovello Date ▶ 10/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0153126187
Nov 15, 2021 LTR 147C
14-1795181

GENERAL CONTROL SYSTEMS INC
17 CORPORATE CIR
ALBANY NY 12203-5154 179

Taxpayer Identification Number: 14-1795181

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of November 15th, 2021.

Your Employer Identification Number (EIN) is 14-1795181. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Barber
1000620967
Customer Service Representative

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: General Control Systems, Inc.

Address: 17 Corporate Cir., Albany, NY 12203

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES X NO____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES X NO____

3. Proposer has filed all compliance reports due under applicable instructions:

   YES X NO____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

   YES X NO____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Peter Pritchard
Printed Name

Director of Quality Management
Title

Peter Pritchard
Signature

6/6/2022
Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that General Control Systems, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

6/6/2022

Date

TAB 2- Experience & Proficiency

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

2-1 Experience

2-2 Capabilities

2-3 Detailed Approach

2-4 Registered Complaints

GENERAL CONTROL SYSTEMS

Experience

Project Name:
SUNY Nano FAB Tool Install

Project Location:
SUNY Polytechnic Institute
Albany, NY

Project Owner Contact Information:
John Waddell (515) 779-4079 John.Waddell@dpsgroupglobal.com

GCS Responsibility:
General Control Systems has a dedicated satellite team at SUNY. GCS provides complete support for the nano fab life safety systems. The system consists of a master SCADA system to monitor, alarm and notify based on information gathered by Area Alarm Controllers (AAC). Each tool, gas room, and support area has an ACC, equipped with a PLC system and two local displays. One display is located at the tool, with the other display and ACC located in the sub fab. The displays provide operators and technicians information about the current state of gas detectors, pressure sensors, leak and level status, VMB and GIB status, and critical door interlocks. The SCADA system notifies the proper technical support group of warnings or alarm conditions via an automated alarm dialer system. The TGMS is configured as a redundant SCADA, however, in the event of loss of SCADA monitoring, the AAC will still function locally to generate critical control and evacuations if necessary. The health of each AAC is monitored from the SCADA system and should a problem occur, the SCADA system generates appropriate alarms to automatically notify technicians or engineers 24/7. Event, warning, and alarm conditions are visually displayed on all SCADA terminals and archived in an alarm summary for review. If warning conditions are active and not corrected within a set time period, the gas associated with the warning will be automatically shut off.

Equipment:

- 2 Redundant SCADA Servers
- 200+ Area Alarm Controllers (AAC)
- 60,000+ SCADA Tags monitored
- 3,000+ Pressure Transmitters
- 400+ Door Interlocks
- 800+ Other devices
- 12 SCADA HMI Terminals
- 1000+ Alarm Strobes & Horns
- 3,000+ Gas Detectors
- 2,000+ Heat Detectors
- 1,000+ Leak Detectors

Key Staff and Roles:
Bill Cox / Project Manager, Samantha Hartig / Engineer, Russell Bolton / Lead Engineer

Original Budget/ Final Budget:
$4.5-5 million per year

Original Completion Date and Actual Completion Date:
This is an ongoing yearly contract.

GENERAL CONTROL SYSTEMS

Experience

Project Name:
FAB 301 Tool Install

Project Location:
Micron Virginia

Project Owner Contact Information:
Trent Fournier (515) 416-9137 Trent.Fournier@dpsgroupglobal.com

GCS Responsibility:
With success at SUNY nano fab, GCS has begun work at Micron Fab 301 in Virginia. General Control Systems provides similar services to SUNY: panel fabrication, PLC programming, SCADA programming, and instrumentation calibration as it pertains to toxic gas monitoring systems and tool installation controls. GCS performs everything from providing the equipment, programming and installation of the equipment, and acceptation testing of system with the client, while ensuring all needed documentation and procedures are followed to site specifications. This fab location uses M340s for the life safety systems and Siemens S7-1200 for the instrumentation and control systems.

Equipment:
Schneider Electric M340s, Siemens S7-1200, Mitsubishi FX3U, ChemLogic CL96, Midas Detectors (T-004), iFix

Key Staff and Roles:
Brian Helwig Jr. / Project Manager, Rich Wargo P.E / Lead Engineer, Samantha Hartig / Engineer

Original Budget/ Final Budget:
$5.5-6 million

Original Completion Date and Actual Completion Date:
6/01/2021 – 7/31/2022 estimated on time completion

GENERAL CONTROL SYSTEMS

Experience

Project Name:
Decatur iFIX Migration

Project Location:
Decatur, AL

Project Owner Contact Information:
Decatur Utilities
Hagler Wiley, Water Plant Superintendent
(256) 552-1428
hwiley@decaturutilities.com

GCS Responsibility:
Decatur Utilities was mandated to upgrade the entire SCADA system to new computers running the latest available operating systems. Along with this they were also mandated to upgrade their SCADA software packages to current versions. The IT manager for Decatur Utilities set up the new machines and gave General Control Systems personnel admin access to finalize OS setup, install all client software packages, and migrate project files from the old SCADA system to the new SCADA system. Extensive modifications were required due to new operating system and software package changes. Each component was thoroughly tested and run in parallel with the previous version to validate operation. Once all of the components were determined to be operating properly the system was turned over to Decatur Utilities for daily usage. The old SCADA system is to be mothballed and dismantled by the utility IT department at their discretion.

Equipment:
GE Proficy iFIX/Historian, SyTech XLReporter, Win-911, Allen Bradley Studio 5000/RSLinx Classic/FactoryTalk Activation Manager

Key Staff and Roles:
Milton Weaver/ Project Manager & Jeff Faulkner / Control Systems Engineer

Original Budget/ Final Budget:
$20,000

Original Completion Date and Actual Completion Date:
5/1/2022

GENERAL CONTROL SYSTEMS

Experience

Project Name:
Sawgrass WWTP Master Lift Station Improvements

Project Location:
Ponte Vedra, Florida

Project Owner Contact Information:
St. Johns County Utilities
Randy Howell (904) 392-1547 rhowell@sjcfl.us

GCS Responsibility:
The St. Johns County Sawgrass WWTP Master Lift Station Improvements project consisted of furnishing programming, instruments, and startup services. The existing Lift Station influent flow at Sawgrass WWTP is being diverted to Players Club WRF Headworks and the Players Club WRF Reuse is going to be sent to Sawgrass WWTF Effluent Pond.

The programming consisted of modifying one of the Sawgrass WWTF Motorola ACE3600 PLC's to add some new monitoring points for the Lift Station. These new points will also be added to the existing SCADA screens. Also, the countywide SCADA Lift Station screen is to be modified to include all new signals. One of the Players Club WRF Motorola ACE3600 PLC's will need to be modified to include the pond level from Sawgrass WWTP as a permissive to send reuse back to Sawgrass WWTF effluent pond. This will require communication across a fiber connection from two Motorola ACE3600 PLCs located at each Plant.

The instrumentation provided included a Flow Meter, Radar Level Transmitter, and a Pump Controller. Setup and configuration of these were included in the startup services as well as assisting with the reconnection of the fiber optic cable.

Equipment:
Motorola ACE3600, VTScada

Key Staff and Roles:
Chuck Maxwell/ Project Manager & Jennifer Waymire / VTScada Programmer

Original Budget/ Final Budget:
$ 42,855.00

Original Completion Date and Actual Completion Date:
Ongoing services

GENERAL CONTROL SYSTEMS

Experience

Project Name:
Mixon Groves Reuse Control Modifications

Project Location:
Bradenton, Florida

Project Owner Contact Information:
City of Bradenton Utilities
Bill Waitt
(603) 490-8969
william.waitt@bradentonfl.gov

GCS Responsibility:
The basis of the controls is to take an existing Allen-Bradley PLC that has standalone control with an operator interface for changing process control values (pressure set points, level set points, etc.). The objective is to modify this existing Allen-Bradley and create a communication link between it and an existing Motorola ACE3600. The Motorola ACE3600 PLC is telemetry equipped with a radio link back to the City's SCADA system. When completed the operators will be able to enter set points via the City's VTScada system which will transmit to the site via the radio and then be passed to the Allen-Bradley via the new communication connection. This will allow for remote control that doesn't currently exist at the Bradenton Mixons Reuse site.

Equipment:
Motorola ACE3600, Allen-Bradley Micrologix, VTScada

Key Staff and Roles:
Chuck Maxwell/ Project Manager & Jennifer Waymire / VTScada Programmer

Original Budget/ Final Budget:
$ 15,980.10

Original Completion Date and Actual Completion Date:
Ongoing services

GENERAL CONTROL SYSTEMS

Capabilities

GCS has the capability to perform all aspects of controls system integration from the concept to the design phase, project management, AutoCAD, manufacturing, PLC programming, screen development, network configuration, testing, installation, calibration, startup, project closeout, and support.

As a company, GCS has been serving Water & Wastewater industry for 25 years. In Florida, our team has over 130+ years of experience in the Water & Wastewater industry including working on many Polk County projects in the past. The following are some of our certifications and capabilities.

Organizations & Certifications:

Organizations:

American Water Works Association (AWWA)
New York Rural Water Association (NYRWA)
NE Lumbers Association (NELMA)
Control Systems Integrators Association (CSIA)
Instrumentation Society of America (ISA)
American System Registry, ISO 9001-2008

Certifications:

Rockwell Recognized Systems Integrator
Wonderware Systems Integrator
Schneider Alliance Certified Partner
GE Intelligent Systems Integrator
SYTECH Systems Integrator
Win 911 Software Systems Integrator
Square-D Platinum Builder
Inductive Automation Certified Integrator
VTScada Certified Systems Integrator
UL 508A & UL 698A Listed Panel Shop
ICex Certified Panel Shop, Cooper CH
CSA Certified Panel Shop
UR-Universal Robots Certified Systems Integrator
Symantec Managed Service Provider
Motorola ACE VAR
Elpro Certified VAR
IPPC Certified Export Crating Shop
Endress+Hauser Preferred Systems Integrator

Capabilities:

Integration & Engineering:

SCADA Programming & Design
HMI/MMI Programming & Design
PLC Programming
Drive Systems (VFD, Motion Control)
Relay/Motor Control
Software Configuration
Telemetry/Radio Path Surveys
Networking/Communication
Fiber Optic/Cabling
Cyber Security
Control System Design & Layout
Life Safety Systems and Toxic Gas Monitoring
Building Management Systems (BMS)
Process Optimization
Industrial Automation
Machine Control
Instrumentation & Process Control
Data Acquisition
Robotics/Collaborative Robotics

Fabrication:

Control Panel Fabrication
Assembly/Kitting Services
Advanced Systems/Skid Manufacturing
Computerized Engraving
Wood Crating & Palletizing

Installation:

State of Florida Certified Electrical Contractor
IBEW Certified Electricians

Service & Maintenance:

Field Service
Calibration
Maintenance Contracts
Contract Engineering
Startup & Testing
Retrofit/Repair

GENERAL CONTROL SYSTEMS

Planned and Emergency Project Approach

General Control Systems (GCS) has over 25 years of experience in control system integration. Our business is based on long-term relationships that require utmost trust. Good corporate citizenship begins within and becomes contagious when we work within our own community. GCS strives to make long-term positive impacts within our community. General Control Systems is also safety conscious, requiring engineering and technical staff to obtain OSHA 30 certifications.

Planned Project Approach:

General Controls Systems will begin the initial assessment of the task by:

- Reviewing the scope of services and proposed budget
- Determining roles of GCS team members
- Discussing operational needs with key personnel
- Reviewing existing facility conditions and available documentation
- Clarifying scope and propose enhancements

General Controls Systems will continue planning and delivery items (as applicable):

- Work with owner staff to develop control strategies
- Develop all applicable drawings and diagrams
- Provide equipment documentation
- Factory Acceptance Testing procedures
- Installation Plan
- Proposed budget and schedule

Project execution will begin upon the receipt of approval and notice to proceed:

- Identify safety hazards
- Establish emergency contact procedures
- Material Procurement
- Fabrication of assemblies (with UL listing as applicable)
- Obtain applicable permitting
- Installation of work
- All applicable logic applications and graphics (PLC, OIT, SCADA)
- Setup, calibration, and verification of instruments
- Factory Acceptance Testing by an approved procedure
- Project commissioning with test procedure based on the approved control strategy
- Personnel training and instruction documentation

- Update drawings and documentation for as-built conditions
- Software application turnover

General Control Systems will approach Polk County projects as a team. This team will first understand the end goal the County wishes to accomplish for a particular project. Once a scope of work has been determined, a specific GCS team will be defined. The individuals identified in this RFP collectively meet or exceed the technical competency requirements. This team will schedule meetings with County personnel to ensure the project meets the needs of the County.

General Control Systems relies on upfront input and planning to best meet time and budget needs. GCS knows more initial planning will lead to fewer changes later in the project, saving both time and money.

Emergency Response Approach:

General Control Systems understands the needs of our customers including the need to minimize downtime and provide emergency service if an unexpected event occurs. Our staff is prepared to provide 24-hour support services to our customers. Emergency repair parts are typically stored in our Lakeland, FL facility. Response time will typically not exceed one hour to most Polk County facilities.

General Control Systems has provided and continues to provide emergency support to many utility customers. The personnel identified in this RFP can provide "after-hours" scheduled support services or unscheduled emergency support, as requested by the County. Emergency support includes (but is not limited to) PLC/HMI programming, industrial electricians, instrumentation technicians, and fiber optic network specialists.

Emergency contact information will be provided to the County and regularly updated.

GENERAL CONTROL SYSTEMS

Registered Complaints and Business Violations

With over 25 years in the automation and control industry, General Control Systems has never been the recipient of a registered complaint of any State Department of Professional Regulation, Polk County Building Division, or any governmental building division.

TAB 3- Technical & Personnel Resources

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

3-1 Project Specific Organizational Chart

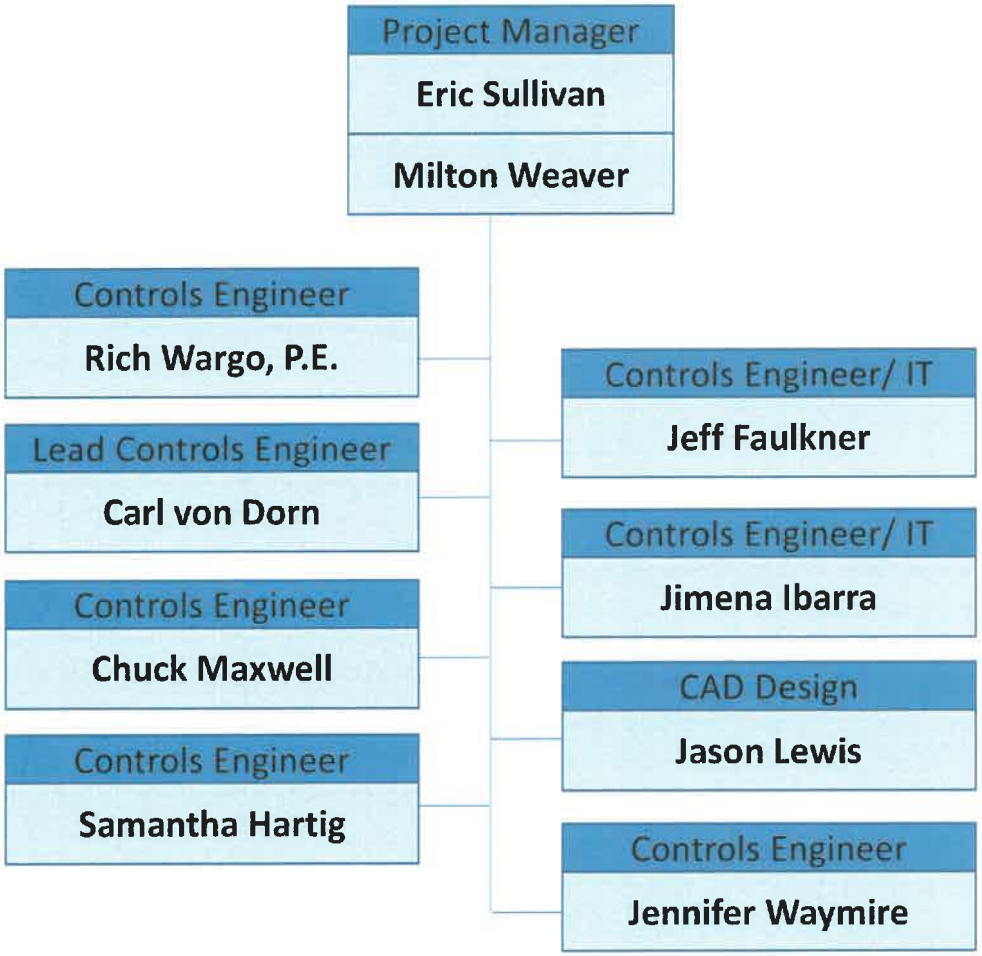
3-2 Key Staff Resumes

3-3 Key Staff Availability and Ability to Respond

3-4 Subcontractors

3-5 Approach and Methodology

Organizational Chart RFP 22-409



GENERAL CONTROL SYSTEMS

Personnel Bio

Milton Weaver
Director of Engineering
Experience: 28 years total, less than 1 year at GCS

Education:
Bachelor of Science in Mechanical Engineering University of Alabama

Technical Experience:
Project Management
Industrial Automation System Design
SCADA/HMI Design and Development
PLC Software Configuration & Design
Instrumentation & Process Control
Cellular/Radio Networking

Certifications:
UL 508A Qualified Manufacturer Technical Representative

Work Experience:
Control System Engineer
General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Project Engineer
Curry Controls Company 2000 – 2021

GENERAL CONTROL SYSTEMS

Personnel Bio

Eric Sullivan
Business Development Manager
Experience: 20 years total, less than 1 year at GCS

Education:

Polk Community College Lakeland, Florida

Tampa NJATC (5 Years)

State of Florida Certified Electrical Qualifier

Technical Experience:
Senior Project Manager
SCADA/HMI Programming (GE IFix, VT SCADA)
PLC Programming (Schneider Proworks NXT & 32, Unity, GE ME
Logic Developer, Rockwell Studio 5000
Instrumentation Calibration & Process Control
Electrical Design, Installation, Trouble-Shooting, & Startup

Work Experience:
Business Development Manager
General Control Systems, Inc., Lakeland, Florida September 2021 - Present

Senior Project Manager
Curry Controls Company / Revere April 1995 – September 2021

Electrician
J.H. Ham Engineering June 1992 – April 1995

GENERAL CONTROL SYSTEMS

Personnel Bio

Carl von Dorn

Control System Engineer

Experience: 20 years total, less than 1 year at GCS

Education:

Bachelors of Electrical Engineering 1986 - University of North Carolina at Charlotte
Associates Degree Electrical Engineering Technology 1983 - Central Piedmont Community College
Associates Degree Electronics Engineering Technology 1983 - Central Piedmont Community College
United States Coast Guard Academy 1892-1983
Virginia Military Academy 1891-1982

Technical Experience:

Programmable Controllers
Omron: C, CV, and NJ series
Schneider Electric: M340, M580, Momentum and Quantum
Mitsubishi Electric: Fx, Fx1, Fx2, Q Series

SCADA Software
VT SCADA, WonderWare, Intellution, Indusoft

HMI
Omron: NT, NS, NB and NA Series
Red Lion
Mitsubishi: GOT Series

VFD
Baldor, Danfoss, Omron, Schneider Electric

Work Experience:

Control System Engineer
General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Project Engineer / Programmer
Curry Controls Company / Revere, Lakeland, Florida April 2018 – February 2022

Sales and Applications Engineer
Adams Air and Automation 2015 – 2017

Applications Engineer
AA Electric S.E., Inc. 1999 – 2015 and 1989 - 1993

Software Development
Gribetz International 1994 – 1996

Electrical System Design & Circuit Board Design
Philips Components Tantalum Chip Manufacturing 1986 -1989

Electronics Repair, Panel Build, System Design, Software Development
Select Controls Inc. 1983 – 1985

GENERAL CONTROL SYSTEMS

Personnel Bio

Richard C. Wargo, P.E.
Senior Controls Engineer
Experience: 18 years total, 10 years at GCS

Education:
Bachelor of Science in Chemical Engineering Clarkson University
6 semesters towards Masters of Business Administration University of Dallas

Technical Experience:
Control System Design and Integration
SCADA/HMI Design and Development
PLC Software Configuration and Design
Siemens, GE, Rockwell Automation, Schneider Electric
DCS Systems
Computers, Programming and Networking, various
Motor and Drive Configuration
Instrumentation and Process Control

Work Experience:
Systems Engineer General Control Systems, Inc. February 2012 – Current

Senior Facilities Controls Engineer Global Foundries November 2010 – February 2012

Systems Engineer Steam Plant Systems 2004 – November 2010

GENERAL CONTROL SYSTEMS

Personnel Bio

Chuck Maxwell
Control Systems Engineer
Experience: 35 years total, less than 1 year at GCS

Education:
Associate of Science in Electronics Engineering Tampa Technical Institute

Technical Experience:
Project Management
PLC Programming: Motorola (System Tools Suite), M340 (Unity), Allen-Bradley (RSLogix)
Instrumentation & Process Control
Electrical Design & Installation

Work Experience:
Control Systems Engineer
General Control Systems, Inc., Lakeland, Florida, 2021 - Present

Project Manager
Curry Controls Company, Lakeland, Florida, 2014 - 2021

GENERAL CONTROL SYSTEMS

Personnel Bio

Jeff Faulkner
Control Systems Engineer
Experience: 28 years total, less than 1 year at GCS

Education:
United States Navy Nuclear Power Program – Reactor Operator
NFAS/NNPS Orlando, Florida
NPTU Ballston Spa, New York

Certifications:
Schneider Electric EcoStruxure Plant Certified- Control System
Schneider Electric Ethernet Networking
Schneider Electric Control Expert
Schneider Electric GEO SCADA

Technical Experience:
SCADA/HMI Design and Development
PLC Programming
DCS Programming
Systems Administration
Instrumentation and Controls Specification/Installation/Calibration
Power Plant Operations and Maintenance (Nuclear/Fossil)
Particle Accelerator Operations

Work Experience:
Control System Engineer
General Control Systems, Inc., Lakeland, Florida March 2022 – Present

Project Engineer
Curry Controls Company 2014 - 2021

RMC Controls Engineer
Mitsubishi Power Systems 2012 - 2014

ICE/CEMS Technician
AES Power 2008 – 2011

GENERAL CONTROL SYSTEMS

Personnel Bio

Jason Lewis

CAD Technician

Experience: 16 years total, 11 years at GCS

Education:

Bachelor of Science in Physics/Math Minor St. Lawrence University

Technical Experience:

AutoCAD
AutoCAD Electrical
Solidworks
Auto Lisp/Visual Lisp

Work Experience:

CAD Technician General Control Systems, Inc. 2011 – Present

Drafter Loughberry Manufacturing 2007 – 2011

Drafter/Document Control ConMed 2006 – 2007

GENERAL CONTROL SYSTEMS

Personnel Bio

Jennifer Waymire
Control System Engineer
Experience: 19 years total, less than 1 year at GCS

Education:
Bachelor of Science in Computer Science University of South Florida

Certifications:
VTS Advanced Level Training
VTScada Advanced Configuration & Scripting

Technical Experience:
Project Management
SCADA/HMI Programming
VTScada
Maple Systems HMI
Magelis HMI
Motorola (System Tools Suite)

Work Experience:
Control System Engineer
General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Programmer
Curry Controls Company 2015 - 2021

GENERAL CONTROL SYSTEMS

Personnel Bio

Jimena Ibarra

Control System Engineer

Experience: 6 years total, less than 1 year at GCS

Education:

Computer Systems & Information Technology Traviss Technical College

Certifications:

Ignition 8.1 Certified
Schneider Electric EcoStruxure Plant Certified- Control System
Schneider Electric Ethernet Networking
Schneider Electric Control Expert
Schneider Electric GEO SCADA

Technical Experience:

SCADA/HMI Programming
PLC Software Troubleshooting
Water and Wastewater Controls Integration

Work Experience:

Control System Engineer
General Control Systems, Inc., Lakeland, Florida March 2022 - Present

SCADA Programmer
Curry Controls Company/Revere December 2019 – December 2021

SCADA Specialist
Polk County Board of County Commissioners August 2016 – December 2019

GENERAL CONTROL SYSTEMS

Personnel Bio

Samantha Hartig
Control Systems Engineer
Experience: 9 years total, 4 years at GCS

Education:

AAS Electrical Technology Fulton Montgomery Community College
Aviation Electrician's Mate A School US Navy
Bachelor of Science Graphic Design SUNY New Paltz

Certifications:

Schneider Electric EcoStruxure Plant Certified- Control System
Schneider Electric Ethernet Networking
Schneider Electric Control Expert
Schneider Electric GEO SCADA
Ignition 8.1
iFix Proficy Fundamentals
Metallurgy for the Non-Metallurgist
LabVIEW Core 1 & 2

Technical Experience:

PLC: Schneider Electric, Allen Bradley, Red Lion, GE
HMI: Schneider Electric, Allen Bradley, Red Lion, GE
SCADA: iFix, Ignition

Work Experience:

Control System Engineer
General Control Systems, Inc., Lakeland, Florida 2018-2020 & 2021 – Present

Project Engineer
Curry Controls Company 2020 - 2021

Engineering Technologist
Naval Nuclear Lab 2015-2018

Aviation Electrician's Mate
US Navy 2010-2012

GENERAL CONTROL SYSTEMS

Key Staff Availability and Ability to Respond

The key staff identified below are all based out of our Lakeland, FL office location, with the exception of Rich Wargo and Jason Lewis. The FL teams' response to most of the County facilities are well within one hour of driving time. These individuals have been providing both regular and emergency support to the County for many years.

These individuals represent approximately 15% of our current staff and additional resources may be assigned to support the proposed project team as needed.

General Controls Systems Team Member		Project Manager	Doc and Drafting	SCADA	Network and Instrumentation	Florida Licensed Electrician	OSHA 30	UL 508A
Name	Experience (years)							
Eric Sullivan	30	x	x	x	x	x	x	
Milton Weaver	28	x	x	x	x			x
Carl von Dorn	20	x	x	x	x		x	
Chuck Maxwell	35	x	x	x	x		x	
Jeff Faulkner	28	x	x	x	x		x	
Jennifer Waymire	19	x	x	x	x		x	
Jimena Ibarra	6	x	x	x	x		x	
Samantha Hartig	9		x	x	x		x	
Rich Wargo, P.E.	18	x		x	x		x	
Jason Lewis	16		x					

GENERAL CONTROL SYSTEMS

Subcontractors

At this time General Controls Company (GCS) does not anticipate utilizing the services of subcontractors related to RFP 22-409. GCS is uniquely qualified to provide the requested services in house, facilitating turn-key design-build services for SCADA-related construction projects.

We acknowledge the RFP requirements to provide a list of proposed subcontractors, capabilities, and related experience. As specific scope of services is not currently defined, we are not able to provide an executed list at this time. GCS will provide the requested information on RFP 22-409 Exhibit VI-A Subcontractor List prior to commencing work on a particular project.

Exhibit VI-A
Subcontractor List

		Classification														
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total
General Conditions																$ -
Maintenance of traffic																$ -
Signing																$ -
Pavement markings																$ -
Asphalt																$ -
Clearing & Grubbing																$ -
Signalization																$ -
Sodding																$ -
SubTotals		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
Allowance																$ -
TOTAL																$ -

GENERAL CONTROL SYSTEMS

Approach and Methodology

The actual scope of services requested for each project will determine the exact approach and methodology for each specific project. Based on current General Control Systems employees past experiences providing SCADA services to the County, the following is an example of a typical project:

- Item 1: Review project and gather input from key County employees
- Item 2: Design the project (panel, instruments, communications)
- Item 3: Procure all necessary items
- Item 4: Build the panel
- Item 5: Complete programming (PLC, OIT, SCADA)
- Item 6: Perform Factory Authentication Test
- Item 7: Install control panel and field equipment and complete any onsite programming
- Item 8: Conduct inspections and approved testing to demonstrate the control panel is performing properly

Item 1

General Control Systems will review the project and meet with the County to ensure the project begins in the direction intended. If needed, a site visit will be conducted.

Item 2

General Control Systems will design the panel, selecting appropriate instrumentation and panel components. This task will be assigned to a team member with CAD expertise and a project engineer. The project engineer will review the drawings, and work with the CAD team member to incorporate any customer driven changes. Once the drawing package is complete it will be sent to the County representative for review and approval.

Item 3

The GCS project engineering team will procure the instrumentation and panel components, paying attention to lead times on items.

Item 4

The panel will be built at the General Control Systems facility in Lakeland, FL.

Item 5

Programmers will be selected with appropriate experience in utilized platforms. Many of the GCS Lakeland team have been programming for Polk County for many years. They are familiar with County standards and will use them where appropriate.

GENERAL CONTROL SYSTEMS

Item 6

The completed and programmed panel will be exhaustively tested with a point-to-point checkout to verify wiring and an in-shop Factory Acceptance Test. This test will be fully documented.

Item 7

GCS will work with the County to plan the installation of the panel, communications, and instruments. GCS will endeavor to minimize down time and impact on the County facility. Any onsite programming such as SCADA tie-ins will be completed, also with awareness to facility impact. General Control Systems prioritizes safety both at company facilities and customer locations.

Item 8

GCS will thoroughly test the completed project and all components and functionality. A site acceptance test will be performed and documented with County personnel to ensure the project functions as required. Any training of County personnel needed will be provided.

TAB 4- Cost

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

4-1 Cost Sheet

ATTACHMENT "C"

RFP 22-409, Utilities SCADA Construction Services
COST SHEET

Item #	Description	Part #	Quantity		Unit Price	Extended Price
	Mobilization / Embedded Cost / Reimbursement per Purchase Order Total					
1	$10,000 And Under		20	EA	500	$ 10,000.00
2	$10,001 - $75,000		200	EA	1500	$ 300,000.00
3	$75,001 And Over		10	EA	3500	$ 35,000.00
4	Public Construction Bond in the amounf of $100,000		1	EA	1600	$ 1,600.00
	Labor Rates (Regular)					
5	Project Manager		4,000	HR	140	$ 560,000.00
6	Sr. Project Engineer		50	HR	145	$ 7,250.00
7	Project Engineer		300	HR	135	$ 40,500.00
8	HMI/PLC Programmer		600	HR	135	$ 81,000.00
9	Network Enginneer		100	HR	135	$ 13,500.00
10	Instrumentation Technician		240	HR	110	$ 26,400.00
11	Fiber Optic Technician		60	HR	110	$ 6,600.00
12	CAD Designer		600	HR	105	$ 63,000.00
13	Field Superintendant		4,000	HR	88	$ 352,000.00
14	Journeymen Wireman		35000	HR	79	$ 2,765,000.00
15	Apprentice Wiremen		12500	HR	61	$ 762,500.00
	Labor Rates (Emegency and On-Call)					
16	HMI/PLC Programmer		40	HR	190	$ 7,600.00
17	Instrumentation Technician		40	HR	170	$ 6,800.00
18	Fiber Optic Technician		20	HR	170	$ 3,400.00
19	Field Superintendant		40	HR	132	$ 5,280.00
20	Journeymen Wireman		400	HR	120	$ 48,000.00
21	Apprentice Wiremen		400	HR	95	$ 38,000.00
22	On-Call Staffing (per 8-hour shift)		100	SHIFT	75	$ 7,500.00
	Standard Lift Station Pump Control / RTU Panels enclosure components					
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150	EA	5421.55	$ 813,232.80
24	Universal Enclosures Back Panel	U4848P	200	EA	214.80	$ 42,960.00
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400	EA	193.53	$ 77,413.92
26	Hoffman Door operated switch	ALFSWD	400	EA	28.64	$ 11,456.00
27	HOFFMAN COROSION INHIBITOR	AHCI10E	400	EA	25.00	$ 10,001.09
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200	EA	14.21	$ 2,841.09
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200	EA	381.41	$ 76,282.64
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200	EA	422.44	$ 84,488.00
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200	EA	919.34	$ 183,868.80

RFP 22-409, Utilities SCADA Construction Services
COST SHEET

Item #	Description	Part #	Quantity		Unit Price	Extended Price
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200	EA	325.06	$ 65,012.80
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400	EA	129.05	$ 51,620.74
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400	EA	129.05	$ 51,620.74
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400	EA	161.00	$ 64,399.90
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400	EA	76.31	$ 30,524.51
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400	EA	142.87	$ 57,148.26
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400	EA	52.81	$ 21,124.86
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400	EA	17.24	$ 6,896.51
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400	EA	17.24	$ 6,896.51
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400	EA	106.76	$ 42,702.24
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400	EA	125.30	$ 50,120.00
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400	EA	71.63	$ 28,651.46
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400	EA	74.11	$ 29,642.40
45	Omron Relay Socket	PF083A-E	400	EA	5.48	$ 2,193.82
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400	EA	15.79	$ 6,317.98
47	Omron Relay Socket	P2RF-08-S	400	EA	11.53	$ 4,611.04
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200	EA	94.80	$ 18,959.68
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200	EA	41.70	$ 8,339.97
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200	EA	17.18	$ 3,436.80
51	Modicon M340 8-slot backplane	BMXXBP0800	200	EA	276.38	$ 55,275.20
52	Modicon M340 Power Supply	BMXCPS2010	200	EA	381.48	$ 76,296.96
53	Modicon M340 CPU	BMXP342020	200	EA	2262.66	$ 452,532.05
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600	EA	274.44	$ 164,665.68
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200	EA	331.87	$ 66,373.20
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200	EA	845.70	$ 169,139.25
57	Modicon M340, DMP Communication Module	BMXNOR0200H	200	EA	1338.13	$ 267,626.48
58	Modicon M340 Flying Leads	BMXFTW301	800	EA	61.30	$ 49,043.14
59	Modicon M340 Flying Leads	BMXFTW308S	200	EA	77.86	$ 15,571.57
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200	EA	1258.73	$ 251,746.00
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200	EA	110.14	$ 22,027.02
62	Phoenix Contact UPS-BAT/VRLA/24DC/12 AH	2320322	400	EA	291.56	$ 116,625.60
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200	EA	257.05	$ 51,410.40
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200	EA	206.28	$ 41,256.00
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200	EA	9.54	$ 1,908.00
66	Wilkerson Backup Pump Controller	DR1920-1	200	EA	395.23	$ 79,046.40
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200	EA	16.94	$ 3,388.11
68	Square D Connexium Unmanaged 8-port ethernet switch	TCSESU083FNO	200	EA	264.92	$ 52,984.00
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200	EA	20.33	$ 44,735.68
70	Square D Relay Socket	RXZE2M114	1200	EA	6.99	$ 8,385.79
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200	EA	2.65	$ 3,179.04
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200	EA	9.47	$ 11,358.62
73	Square D JUMPER BAR	RSLZ2	200	EA	5.31	$ 1,062.54
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA	5.01	$ 6,014.40

RFP 22-409, Utilities SCADA Construction Services
COST SHEET

Item #	Description	Part #	Quantity		Unit Price	Extended Price
75	PANDUIT COVER, 1"	C1WH6	1200	EA	0.76	$ 910.75
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA	26.21	$ 5,241.12
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA	26.21	$ 10,482.24
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200	EA	26.21	$ 5,241.12
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA	93.08	$ 18,616.00
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA	46.54	$ 74,464.00
81	Entrelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400	EA	22.34	$ 53,614.08
82	Entrelec Single Tier Terminal Block, M4/8 SF, No Indication	115 657.25	400	EA	5.71	$ 2,285.47
83	Entrelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA	1.36	$ 272.08
84	Entrelec END SECTION - FEM8S	116 951.15	400	EA	0.43	$ 171.84
85	Entrelec END SECTION FEM6	118 368.16	800	EA	0.29	$ 229.12
86	Entrelec END SECTION- FEM6D	118 499.23	600	EA	0.99	$ 592.85
87	Entrelec Terminal block Jumper bar, BJM8	168.974.00	200	EA	7.59	$ 1,517.92
88	Entrelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA	5.71	$ 2,285.47
89	Entrelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA	0.86	$ 7,045.44
90	Entrelec Single Tier Terminal Block end barrier	118.368.16	1200	EA	0.36	$ 429.60
91	Entrelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA	5.44	$ 2,176.64
92	Entrelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA	2.51	$ 24,057.60
93	Entrelec Two Tier Terminal Block end barrier,	118.499.23	600	EA	1.07	$ 644.40
94	Entrelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA	7.52	$ 7,518.00
95	Entrelec JUMPER BAR BJMI6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176 667.04	400	EA	6.30	$ 2,520.32
96	Entrelec Marker Holder, PEBM	113.084.01	1200	EA	1.22	$ 1,460.64
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA	0.86	$ 2,062.08
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA	0.86	$ 343.68
99	WAGO END CLAMP	249-117	6600	EA	1.32	$ 8,695.10
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA	5.73	$ 2,291.20
101	PANDUIT	E1.5X3WH6	3600	EA	5.30	$ 19,074.24
102	PANDUIT COVER	C1.5WH6	3600	EA	1.00	$ 3,608.64
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA	14.99	$ 2,998.61
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800	EA	11.17	$ 8,935.68
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400	EA	9.11	$ 3,643.01
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400	EA	26.46	$ 10,585.34
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA	0.79	$ 315.04
108	Square D Blank Name Plate	ZBZ32	1800	EA	0.93	$ 1,675.44
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA	315.97	$ 126,388.00
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA	8.95	$ 3,580.00
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA	1029.61	$ 411,843.20
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA	101.67	$ 40,668.80
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA	184.64	$ 36,928.42
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA	161.04	$ 32,208.54
115	Wilson Cellular Antenna	301202	200	EA	71.74	$ 14,348.64
116	Wilson Radio Cable, 10' LMR400	952310	200	EA	22.11	$ 4,422.02
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA	22.11	$ 4,422.02

RFP 22-409, Utilities SCADA Construction Services
COST SHEET

Item #	Description	Part #	Quantity		Unit Price	Extended Price
118	Radio Shelf, aluminum	Custom	200	EA	50.12	$ 10,024.00
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400	EA	19.98	$ 7,990.56
120	Hubbell 20A Single Pole Switch	HBL1221GY	200	EA	33.62	$ 6,724.67
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200	EA	26.11	$ 5,221.07
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200	EA	49.92	$ 9,983.90
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20GY	200	EA	48.66	$ 9,731.87
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400	EA	197.83	$ 79,132.32
125	Square D Terminal Block	9080 GM6	3600	EA	1.16	$ 4,175.71
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600	EA	10.54	$ 6,324.00
127	Square D Relay Base, 2-pole	RGZE1S48M	1000	EA	5.10	$ 5,097.92
128	Square D Varistor, 120 VAC	RZM021FP	1000	EA	8.12	$ 8,120.00
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-24	400	EA	79.20	$ 31,681.57
130	TE Connectivity / P&B Latching Relay Base	27E893	400	EA	15.41	$ 6,163.33
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200	EA	180.07	$ 36,014.80
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200	EA	10.02	$ 2,004.80
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200	EA	10.02	$ 2,004.80
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200	EA	10.02	$ 2,004.80
135	#16 AWG MTW Wire		60000	LF	0.14	$ 8,592.00
136	#14 AWG MTW Wire		60000	LF	0.22	$ 13,231.68
137	#12 AWG MTW Wire (25 amps)		12000	LF	0.27	$ 3,264.96
138	#8 AWG MTW Wire (50 amps)		6000	LF	0.92	$ 5,498.88
					GRAND TOTAL:	**$ 10,229,147.74**

TAB 5- Entity Information

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

5-1 Polk County Entity Information

GENERAL CONTROL SYSTEMS

GCS Polk County Entity Information

General Controls Systems (GCS) is located in Polk County Florida at 3520 Airport Road, Lakeland. We have not been in business at the Polk County location long enough to meet the definition of a Polk County entity (more than 12 months).

However, GCS is actively looking for a permanent office/panel shop located in the Lakeland area which is a major part of our long-term growth plan.

We have included our Polk County Local Business Tax Receipt for the address verification.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 247321 **CLASS: B+** **EXPIRES: 09/30/2022**

OWNER NAME	**LOCATION**
RANDALL POWELL	**3520 AIRPORT RD** **LAKELAND**

BUSINESS NAME AND MAILING ADDRESS

GENERAL CONTROL SYSTEMS INC
GENERAL CONTROL SYSTEMS INC
17 CORPORATE CIR
ALBANY, NY 12203

CODE **ACTIVITY TYPE**

230130 **CONTRACTOR ELECTRICAL UNLIMITED**

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR EC13006838

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 701253 04/21/2022 PLR **TAX 77.75** **GENERAL CONTROL SYSTEMS INC**

TAB 6- Entity Information

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

6-1 Certified Woman or Minority Business Enterprise

GENERAL CONTROL SYSTEMS

Certified Woman or Minority Business Enterprise

General Controls Systems (GCS) is not a Certified Woman or Minority Business Enterprise. We have and do work with Minority Businesses when possible to help municipalities meet their Certified Woman or Minority Business Enterprise goals.

GCS is always willing to utilize Certified Woman or Minority Business Enterprise to participate in projects. At this time, we are not listing any subcontractors. However, we are willing to submit to Polk County the required forms to include subcontractors on projects as needed and are willing to utilize W/MBE contractors when doing so is in the best interest of the project.

TAB 7- Performance Surveys

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

7-1 SUNY Nano FAB Tool Install - Survey

7-2 FAB 301 Tool Install - Survey

7-3 Decatur Utilities - Survey

7-4 St. Johns County Utilities - Survey

7-5 City of Bradenton Utilities - Survey

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: John Waddell (Name of Person completing survey)

SUNY Polytechnic Institute (Name of Client Company/Contractor

Phone Number: 515-779-4079 Email: John.Waddell@dpsgroupglobal.com

Total Annual Budget of Entity +/- 5MM

Subject: Past Performance Survey of Similar work:

Project name: SUNY Nano FAB Tool Install

Name of Vendor being surveyed: DPS Group

Cost of Services: Original Cost: $0 Ending Cost: 4.5-5MM / year

Contract Start Date: 01/01/2022 Contract End Date: 12/31/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator John Waddell

Signature of Evaluator: John Waddell

Please fax or email the completed survey to: rpowell@generalcontrolsystems.com

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: Trent Fournier (Name of Person completing survey)

Micron (Name of Client Company/Contractor

Phone Number: 515-416-9137 Email: Trent.Fournier@dpsgroupglobal.com

Total Annual Budget of Entity +/- 10MM

Subject: Past Performance Survey of Similar work:

Project name: FAB 301 Tool Install

Name of Vendor being surveyed: DPS Group

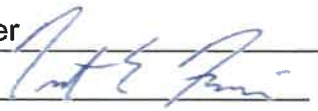
Cost of Services: Original Cost: $0 Ending Cost: 5.5-6.5MM

Contract Start Date: 06/01/2021 Contract End Date: 07/31/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Trent Fournier

Signature of Evaluator: 

Please fax or email the completed survey to: rpowell@generalcontrolsystems.com

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: Hagler Wiley (Name of Person completing survey)

Decatur Utilities (Name of Client Company/Contractor

Phone Number: 256-552-1428 Email: HWiley@Decaturutilities.com

Total Annual Budget of Entity $127 Million

Subject: Past Performance Survey of Similar work:

Project name: SCADA Software Update

Name of Vendor being surveyed: General Control Systems

$20,000.00 Cost of Services: Original Cost: $20,000.00

Ending Cost: $20,000.00

Contract Start Date: 2/1/2022 Contract End Date: 5/1/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Hagler Wiley

Signature of Evaluator: Hag

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: Randy Howell (Name of Person completing survey)

St. Johns County Utilities (Name of Client Company/Contractor

Phone Number: 904-392-1547 Email: rhowell@sjcfl.us

Total Annual Budget of Entity Varies

Subject: Past Performance Survey of Similar work:

Project name: Sawgrass WWTP Lift Station Improvements

Name of Vendor being surveyed: General Control Systems, Inc.

Cost of Services: Original Cost: $42,855.00 Ending Cost: $42,855.00

Contract Start Date: 2/28/22 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Randy Howell

Signature of Evaluator:

Please fax or email the completed survey to:

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: Bill Waitt (Name of Person completing survey)

City of Bradenton Utilities (Name of Client Company/Contractor

Phone Number: 603-490-8969 Email: William.Waitt@bradentonFL.gov

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Mixon Groves Reuse Control

Name of Vendor being surveyed: General Control Systems, Inc.

Cost of Services: Original Cost: $15,980.10 Ending Cost: $15,980.10

Contract Start Date: 4/29/22 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator William Waitt

Signature of Evaluator: William Waitt

Please fax or email the completed survey to: _____

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County). **THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY**.

State of New York)
SS
County of Albany)

Randall Powell, being first duly sworn, deposes and says that:

1. They are President of General Control Systems, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Proposal Submittal submitted by the subcontractor to Polk County the Contractor for certain work in connection with RFP 22-409, Utilities SCADA Construction Services.

3. Such subcontractor's RFP Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor 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 Proposer, firm or person to submit a collusive or sham RFP Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said subcontractor's Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Randall Powell

Title President

Subscribed and sworn to before me this 27 day of September , 2022

Caroline Zimmer

(Title)

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

My Commission expires _____

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Proposer to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://apps.polk-county.net/vendordirectory/, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.	No Subcontractors Anticipated	
2.		
3.		
4.		
5.		

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. 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 FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A.	3' or Less			$ 0.00	$
B.				$	$
C.				$	$
D.				$	$
				Total	$

Failure to complete the above may result in the bid being declared non-responsive.

We do not anticipate ant trenches to depths that require Trench Safety.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: General Control Systems, Inc.

Address: 17 Corporate Circle, Albany NY 12203

3520 Airport Road, Lakeland, FL 33811

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES X NO____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES X NO___

3. Proposer has filed all compliance reports due under applicable instructions:

   YES X NO____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

   YES_____ NO____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Randall Powell
Printed Name

President
Title


Signature

9/26/2022
Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that General Control Systems, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Randall Powell
Proposer's Signature

9/26/2022
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Proposer hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 26th Day of September 2022

Name of Firm: General Control Systems, Inc.

By: [signature] President
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

Dated this 26 Day of September 2022

Notary Public: Caroline Zimmer

My Commission Expires: _____

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

EXHIBIT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 22-409, Utilities SCADA Construction Services

General Control Systems, Inc.
Contractor

Signature

Randall Powell
Printed Name of Signer

9/26/2022
Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 22-409 PROJECT NAME: Utilities SCADA Construction Services

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (COUNTY), WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: General Control Systems, Inc.

Randall Powell — Signature
President — Title
9/27/2022 — Date

STATE OF: New York

COUNTY OF: Albany

The foregoing instrument was signed and acknowledged before me this 27 day of September, 2022, by Randall Powell (Print or Type Name) who has produced Known personally as identification (Type of Identification and Number)

Caroline Zimmer
Notary Name of Notary Public

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

Notary Commission Number/Expiration

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 22-409

PROJECT NAME: Utilities SCADA Construction Services

The undersigned, as President of General Control Systems (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:
   a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
   b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
   c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
   d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST: _____

a_____ _____

By: Randall Powell

PRINTED NAME: Randall Powell

Its: President

By: _____

PRINTED NAME: _____

Its: _____

Exhibit "B"

RFP 22-409, Utilities SCADA Construction Services
COST SHEET - General Control Systems, Inc.

Item #	Description	Part #	Quantity		Unit Price	Extended Price
	Mobilization / Embedded Cost / Reimbursement per Purchase Order Total					
1	$10,000 And Under		20	EA	120	$ 2,400.00
2	$10,001 - $75,000		200	EA	900	$ 180,000.00
3	$75,001 And Over		10	EA	1200	$ 12,000.00
4	Public Construction Bond in the amounf of $100,000		1	EA	1200	$ 1,200.00
	Labor Rates (Regular)					
5	Project Manager		4,000	HR	130	$ 520,000.00
6	Sr. Project Engineer		50	HR	145	$ 7,250.00
7	Project Engineer		300	HR	125	$ 37,500.00
8	HMI/PLC Programmer		600	HR	125	$ 75,000.00
9	Network Enginneer		100	HR	125	$ 12,500.00
10	Instrumentation Technician		240	HR	110	$ 26,400.00
11	Fiber Optic Technician		60	HR	110	$ 6,600.00
12	CAD Designer		600	HR	105	$ 63,000.00
13	Field Superintendant		4,000	HR	88	$ 352,000.00
14	Journeymen Wireman		35000	HR	78	$ 2,730,000.00
15	Apprentice Wiremen		12500	HR	61	$ 762,500.00
	Labor Rates (Emegency and On-Call)					
16	HMI/PLC Programmer		40	HR	187.5	$ 7,500.00
17	Instrumentation Technician		40	HR	168	$ 6,720.00
18	Fiber Optic Technician		20	HR	168	$ 3,360.00
19	Field Superintendant		40	HR	132	$ 5,280.00
20	Journeymen Wireman		400	HR	117	$ 46,800.00
21	Apprentice Wiremen		400	HR	94.5	$ 37,800.00
22	On-Call Staffing (per 8-hour shift)		100	SHIFT	70	$ 7,000.00
	Standard Lift Station Pump Control / RTU Panels enclosure components					
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150	EA	5421.55	$ 813,232.80
24	Universal Enclosures Back Panel	U4848P	200	EA	214.80	$ 42,960.00
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400	EA	193.53	$ 77,413.92
26	Hoffman Door operated switch	ALFSWD	400	EA	28.64	$ 11,456.00
27	HOFFMAN COROSION INHIBITOR	AHCI10E	400	EA	25.00	$ 10,001.09
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200	EA	14.21	$ 2,841.09
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200	EA	381.41	$ 76,282.64
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200	EA	422.44	$ 84,488.00
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200	EA	919.34	$ 183,868.80
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200	EA	325.06	$ 65,012.80
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400	EA	129.05	$ 51,620.74
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400	EA	129.05	$ 51,620.74
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400	EA	161.00	$ 64,399.90
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400	EA	76.31	$ 30,524.51
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400	EA	142.87	$ 57,148.26
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400	EA	52.81	$ 21,124.86
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400	EA	17.24	$ 6,896.51
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400	EA	17.24	$ 6,896.51
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400	EA	106.76	$ 42,702.24
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400	EA	125.30	$ 50,120.00
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400	EA	71.63	$ 28,651.46
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400	EA	74.11	$ 29,642.40
45	Omron Relay Socket	PF083A-E	400	EA	5.48	$ 2,193.82
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400	EA	15.79	$ 6,317.98
47	Omron Relay Socket	P2RF-08-S	400	EA	11.53	$ 4,611.04
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200	EA	94.80	$ 18,959.68
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200	EA	41.70	$ 8,339.97
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200	EA	17.18	$ 3,436.80
51	Modicon M340 8-slot backplane	BMXXBP0800	200	EA	276.38	$ 55,275.20
52	Modicon M340 Power Supply	BMXCPS2010	200	EA	381.48	$ 76,296.96
53	Modicon M340 CPU	BMXP342020	200	EA	2262.66	$ 452,532.05
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600	EA	274.44	$ 164,665.68
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200	EA	331.87	$ 66,373.20
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200	EA	845.70	$ 169,139.25
57	Modicon M340, DMP Communication Module	BMXNOR0200	200	EA	1338.13	$ 267,626.48
58	Modicon M340 Flying Leads	BMXFTW301	800	EA	61.30	$ 49,043.14
59	Modicon M340 Flying Leads	BMXFTW308S	200	EA	77.86	$ 15,571.57
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200	EA	1258.73	$ 251,746.00
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200	EA	110.14	$ 22,027.02
62	Phoenix Contact UPS-BAT/VRLA/24DC/12 AH	2320322	400	EA	291.56	$ 116,625.60
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200	EA	257.05	$ 51,410.40
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200	EA	206.28	$ 41,256.00
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200	EA	9.54	$ 1,908.00
66	Wilkerson Backup Pump Controller	DR1920-1	200	EA	395.23	$ 79,046.40
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200	EA	16.94	$ 3,388.11
68	Square D Connexium Unmanaged 8-port ethernet switch	TCSESU083FN	200	EA	264.92	$ 52,984.00
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200	EA	20.33	$ 44,735.68
70	Square D Relay Socket	RXZE2M114	1200	EA	6.99	$ 8,385.79
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200	EA	2.65	$ 3,179.04
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200	EA	9.47	$ 11,358.62
73	Square D JUMPER BAR	RSLZ2	200	EA	5.31	$ 1,062.54
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA	5.01	$ 6,014.40

RFP 22-409, Utilities SCADA Construction Services
COST SHEET - General Control Systems, Inc.

Item #	Description	Part #	Quantity		Unit Price	Extended Price
75	PANDUIT COVER, 1"	C1WH6	1200	EA	0.76	$ 910.75
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA	26.21	$ 5,241.12
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA	26.21	$ 10,482.24
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200	EA	26.21	$ 5,241.12
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA	93.08	$ 18,616.00
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA	46.54	$ 74,464.00
81	Entrelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400	EA	22.34	$ 53,614.08
82	Entrelec Single Tier Terminal Block, M4/8 SF, No Indication	115 657.25	400	EA	5.71	$ 2,285.47
83	Entrelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA	1.36	$ 272.08
84	Entrelec END SECTION - FEM8S	116 951.15	400	EA	0.43	$ 171.84
85	Entrelec END SECTION FEM6	118 368.16	800	EA	0.29	$ 229.12
86	Entrelec END SECTION- FEM6D	118 499.23	600	EA	0.99	$ 592.85
87	Entrelec Terminal block Jumper bar, BJM8	168.974.00	200	EA	7.59	$ 1,517.92
88	Entrelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA	5.71	$ 2,285.47
89	Entrelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA	0.86	$ 7,045.44
90	Entrelec Single Tier Terminal Block end barrier	118.368.16	1200	EA	0.36	$ 429.60
91	Entrelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA	5.44	$ 2,176.64
92	Entrelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA	2.51	$ 24,057.60
93	Entrelec Two Tier Terminal Block end barrier,	118.499.23	600	EA	1.07	$ 644.40
94	Entrelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA	7.52	$ 7,518.00
95	Entrelec JUMPER BAR BJMI6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176 667.04	400	EA	6.30	$ 2,520.32
96	Entrelec Marker Holder, PEBM	113.084.01	1200	EA	1.22	$ 1,460.64
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA	0.86	$ 2,062.08
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA	0.86	$ 343.68
99	WAGO END CLAMP	249-117	6600	EA	1.32	$ 8,695.10
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA	5.73	$ 2,291.20
101	PANDUIT	E1.5X3WH6	3600	EA	5.30	$ 19,074.24
102	PANDUIT COVER	C1.5WH6	3600	EA	1.00	$ 3,608.64
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA	14.99	$ 2,998.61
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800	EA	11.17	$ 8,935.68
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400	EA	9.11	$ 3,643.01
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400	EA	26.46	$ 10,585.34
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA	0.79	$ 315.04
108	Square D Blank Name Plate	ZBZ32	1800	EA	0.93	$ 1,675.44
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA	315.97	$ 126,388.00
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA	8.95	$ 3,580.00
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA	1029.61	$ 411,843.20
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA	101.67	$ 40,668.80
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA	184.64	$ 36,928.42
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA	161.04	$ 32,208.54
115	Wilson Cellular Antenna	301202	200	EA	71.74	$ 14,348.64
116	Wilson Radio Cable, 10' LMR400	952310	200	EA	22.11	$ 4,422.02
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA	22.11	$ 4,422.02
118	Radio Shelf, aluminum	Custom	200	EA	50.12	$ 10,024.00
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400	EA	19.98	$ 7,990.56
120	Hubbell 20A Single Pole Switch	HBL1221GY	200	EA	33.62	$ 6,724.67
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200	EA	26.11	$ 5,221.07
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200	EA	49.92	$ 9,983.90
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20G	200	EA	48.66	$ 9,731.87
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400	EA	197.83	$ 79,132.32
125	Square D Terminal Block	9080 GM6	3600	EA	1.16	$ 4,175.71
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600	EA	10.54	$ 6,324.00
127	Square D Relay Base, 2-pole	RGZE1S48M	1000	EA	5.10	$ 5,097.92
128	Square D Varistor, 120 VAC	RZM021FP	1000	EA	8.12	$ 8,120.00
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-	400	EA	79.20	$ 31,681.57
130	TE Connectivity / P&B Latching Relay Base	27E893	400	EA	15.41	$ 6,163.33
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200	EA	180.07	$ 36,014.80
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200	EA	10.02	$ 2,004.80
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200	EA	10.02	$ 2,004.80
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200	EA	10.02	$ 2,004.80
135	#16 AWG MTW Wire		60000	LF	0.14	$ 8,592.00
136	#14 AWG MTW Wire		60000	LF	0.22	$ 13,231.68
137	#12 AWG MTW Wire (25 amps)		12000	LF	0.27	$ 3,264.96
138	#8 AWG MTW Wire (50 amps)		6000	LF	0.92	$ 5,498.88
					GRAND TOTAL:	**$ 9,991,027.74**

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual Costs
4. Computer Services — Non-reimbursable
5. Pre-approved Equipment — Actual Costs
   (includes purchase and rental of equipment used in project)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2 Country Club Rd
Suite 1
Queensbury NY 32904

License#: BR-724491
GENECON-16

CONTACT NAME: Kasie Winig
PHONE (A/C, No, Ext): 5188242012 **FAX (A/C, No):** 518-869-3580
E-MAIL ADDRESS: kasie_winig@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance Company	27154
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
General Control Systems, Inc
17 Corporate Circle
Albany NY 12203

COVERAGES **CERTIFICATE NUMBER:** 1878504469 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	7110176050001	8/1/2022	8/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ 2000000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		7110176050001	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			7110176050001	8/1/2022	8/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4060480160001	8/1/2022	8/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
A	Professional Liability			7600109010001	8/1/2022	8/1/2023	$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured on the General Liability form#VCG761 NY 02/05
Blanket Waiver of Subrogation on the General Liability form# CG2404 05/09
Polk County, a political subdivision of the State of Florida, is named as an additional insured with respect to liability arising from all work being performed for Polk County on the Automobile and General Liability policies as per written contract and/or agreement. Waiver of Subrogation applies to the General Liability and Workers Compensation as per the policy terms & conditions per written contract and/or agreement

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W Church St, Rm 150
Bartow FL 33830

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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Atlantic Specialty Insurance Company

BestLink **AMB #: 012666 NAIC #: 27154 FEIN #: 133362309**

Administrative Office
605 Highway 169 North Suite 800
Plymouth, Minnesota 55441
United States

Web: www.intactspecialty.com
Phone: 781-332-7000
Fax: 781-332-7969
View Additional Address Information

AM Best Rating Unit: AMB #: 051160 - Intact Financial Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 051160 - Intact Financial Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 02, 2022
Initial Rating Date:	April 13, 2004

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 02, 2022
Initial Rating Date:	June 30, 2005

Financial Size Category View Definition

Financial Size Category:	XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gordon McLean
Director: Rosemarie Mirabella
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries
May 02, 2022

Rating History

AM Best has provided ratings & analysis on this company since 2004.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
May 02, 2022	A+
April 22, 2021	A+
April 23, 2020	A+
March 08, 2019	A+
February 23, 2018	A
October 02, 2017	A
May 03, 2017	A u

Effective Date	Rating
May 02, 2022	aa-
April 22, 2021	aa-
April 23, 2020	aa-
March 08, 2019	aa-
February 23, 2018	a+
October 02, 2017	a+
May 03, 2017	a u

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019577	Intact US Insurance Group (CS)	Represents Property/Casualty business of this legal entity.
018458	Intact US Insurance Group (G)	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 051160 - Intact Financial Corporation.



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

Date	Title
May 02, 2022	AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries
Apr 22, 2021	AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries
Apr 23, 2020	AM Best Upgrades Credit Ratings of The Guarantee Co of North America and Sub; Affirms Ratings of Intact Ins Co, Remaining Subs
Mar 08, 2019	AM Best Upgrades Credit Ratings of OneBeacon U.S. Holdings, Inc. and Subs; Affirms Ratings of Intact Insurance Company and Subs
Feb 23, 2018	A.M. Best Affirms Credit Ratings of Intact Financial Corporation and Its Subsidiaries
Oct 02, 2017	A.M. Best Removes From Under Review and Upgrades Issuer Credit Ratings of OneBeacon Insurance Group, Ltd. and Its Subsidiaries

1 2 3 Page size: 10 22 items in 3 pages

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AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-22-048NT Contract Extension with Ten-8 Fire and Safety, LLC.

SUGGESTED ACTION: Approve agreement for Mayor's Signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This first contract extension of PB-22-048NT is made this 23rd day of August 2023, between the CITY OF BRADENTON, a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and TEN-8 FIRE and Safety, LLC., a Florida profit corporation (hereafter referred to as "Contractor"), with a principal office located at 2904 59th Avenue Drive East, Bradenton, Florida 34203.

FINANCIAL IMPACT:
Included in FY23-24 Budget

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Extension Agreement PB-22-048NT with Ten-8 Fire and Safety, LLC.

ATTACHMENTS:
Extension Agreement PB-22-048NT with Ten-8 Fire and Safety

First Contract Extension of PB-22-048NT between Ten-8 Fire & Safety, LLC. and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB-22-048NT (the "Extension"), is made this 23rd day of August 2023, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and TEN-8 FIRE Fire & Safety, LLC., a Florida profit corporation (hereafter referred to as "Contractor), with a principal office located at 2904 59th Avenue Drive East, Bradenton, Florida 34203.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-048NT (the "Contract") on August 24, 2022, whereby Contractor was to provide the City with fire equipment, supplies, and services;

WHEREAS, the Contract with the City provided for a one-year term, through August 24, 2023;

WHEREAS, the Contract allows the option to renew for two (2) additional two-year periods;

WHEREAS, the Parties desire to extend the term of the Contract for an additional two-year period to August 24, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Attachment 1, Paragraph 1.0, Term of Contract. The Contract is hereby extended an additional two-year term, and the Contract shall now expire on August 24, 2025.
3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and

the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 23rd day of August, 2023.

Cindy Morgan

Cindy Morgan, VP of Equipment and Rescue Sales, as,
Ten-8 Fire & Safety, LLC.

8/15/2023
Date

Gene Brown
Mayor, City of Bradenton

Date

Tim Geer
City of Bradenton Fire Chief

8/22/23
Date

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 8/1/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 3/1/2023 E-mail: cmorgan@ten8fire.com Secondary E-mail: Debouwer@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.01 13:27:26 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 1/16/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 1/23/2023 E-mail: cmorgan@ten8fire.com Secondary E-mail:	Signature: Gretchen Bechtel, CPPB, Contracting Officer II Print Name: Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.24 07:55:05 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

IN SERVICE TO SERVE YOU

Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2023					
Arctic Compressors	0.00%		NO	NO	https://www.arcticcompressor.com/
Fire-Dex Gloves/Hoods	20.00%		NO	NO	https://www.firedex.com/hoods/
Fast Rescue Solutions	0.00%		NO	NO	https://www.fastrescuesolutions.com/
Darley & Co. (change in discount)	0.00%		NO	NO	http://www.darley.com/
Glassmaster Wehr (change in discount)	0.00%		YES	NO	http://glasmaster.com/
Groves Incorporated (change in discount)	5.00%		NO	NO	http://www.groves.com/
Junk Yard Dog (change in discount)	0.00%		NO	NO	http://junkyarddogindustries.com/
Rescue Tech (change in discount)	0.00%		NO	NO	http://www.rescuetech1.com/
Task Force Tips (change in discount)	33.00%		YES	NO	http://www.tft.com/

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 9/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 9/14/2022 E-mail: cmorgan@ten8fire.com Secondary E-mail: Debouwer@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 10:35:04 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Rescue Intellitech	0.00%		No	No	https://www.rescueintellitech.com/en-us/

LAKE COUNTY, FL
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MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 8/12/2022 E-mail: cmorgan@ten8fire.com Secondary E-mail: inf@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.08.12 08:31:46 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer



Lake County 1Lake County 17-0606L Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Ricochet	35.00%		No	No	https://www.ricochet-gear.com/

LAKE COUNTY, FL
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CONTRACT NO. 22-730K
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ten-8 Fire and Safety, LLC** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/26/2022, and Contractor's Bid response dated 3/24/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*
Date: 4/26/2022

Print Name: Richard Downer
Title: COO
Primary E-mail Address: debouwer@ten8fire.com
Secondary E-mail Address: cmorgan@ten8fire.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*
Date: 4/26/2022
Print Name: Richard Downer
Title: COO
Primary E-mail Address: debouwer@ten8fire.com
Secondary E-mail Address: cmorgan@ten8fire.com

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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TABLE OF CONTENTS

TABLE OF CONTENTS 1
DEFINITIONS 1
INSTRUCTIONS TO VENDORS 1
PREPARATION OF PROPOSALS 2
COLLUSION 2
PROHIBITION AGAINST CONTINGENT FEES 2
CONTRACTING WITH COUNTY EMPLOYEES 3
INCURRED EXPENSES 3
AWARD 3
GRANT FUNDING 3
STATE REGISTRATION REQUIREMENTS 4
PRIME CONTRACTOR 4
SUBCONTRACTING 4
DISADVANTAGED BUSINESSES 4
GENERAL CONTRACT CONDITIONS 4
GOVERNING LAW 4
COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES 4
CONTRACT EXTENSION 5
MODIFICATION OF CONTRACT 5
ASSIGNMENT 5
NON-EXCLUSIVITY 5
OTHER AGENCIES 5
CONTINUATION OF WORK 5
WARRANTY 5
DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR 5
COUNTY IS TAX-EXEMPT 6
SHIPPING TERMS, F.O.B. DESTINATION 6
ACCEPTANCE OF GOODS OR SERVICES 6
ESTIMATED QUANTITIES 6
PURCHASE OF OTHER ITEMS 7
SAFETY 7
MATERIAL SAFETY DATA SHEET (MSDS) 7
TOBACCO PRODUCTS 7
CLEAN-UP 7
PROTECTION OF PROPERTY 8
CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES 8
TRUTH IN NEGOTIATION CERTIFICATE 8
COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS 8
RESPONSIBILITY AS EMPLOYER 8
MINIMUM WAGES 9
PRICE REDETERMINATIONS 9
INDEMNIFICATION 9
TERMINATION FOR CONVENIENCE 9

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING 9
TERMINATION FOR DEFAULT 9
FRAUD AND MISREPRESENTATION 10
RIGHT TO AUDIT 10
PROPRIETARY/CONFIDENTIAL INFORMATION 10
PUBLIC RECORDS LAW 10
COPYRIGHTS 12
SOVEREIGN IMMUNITY 12
COMPLIANCE WITH FEDERAL STANDARDS 12
E-VERIFY 12
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) 12
FORCE MAJEURE 13
NO CLAIM FOR DAMAGES 13
CERTIFICATION REGARDING SCRUTINIZED COMPANIES 13
ANTI-TRAFFICKING RELATED ACTIVITIES 13
NOTICES 14

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222, Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

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

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

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

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

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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The undersigned hereby declares that: Ten-8 Fire & Safety, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 2950 59th Avenue Drive East

City: Bradenton State and ZIP Code: FL, 34203

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-228-8368 Fax: 941-756-2598

Federal Identification Number / TIN: 59-2812764

DUNS Number: **039680376**

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Ten-8 Fire & Safety, LLC			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com		
2c	**Labor for Equipment Repair (not under warranty)**	$115.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$65.00-/hour/person	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	$243.00	Yes

Ten-8 Fire & Safety, LLC	
SAVE AND SUBMIT AS AN EXCEL FILE	
www.ten8fire.com	
Warehouse Location(s):	**Bradenton, FL**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Ron Ribbens**
Email:	rribbens@ten8fire.com
Emergency Phone:	**941-650-8420**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrescue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control Technolgies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/
Identifire	0.00%	No	NO	identifiresafety.com
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	30.00%	YES	NO	https://www.kochek.com/
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25.00%	No	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	5.00%	YES	NO	http://nationalfoam.com/
Nupla	30.00%	YES	NO	http://www.nuplacorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	5.00%	YES	NO	
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetech1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistallc.com/spillarmor/
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter- tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/
Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Blue, BlueMedicare Advantage Plan for Medicare eligible City of Bradenton Retirees

SUGGESTED ACTION: Approve contract between the City of Bradenton and Florida Blue effective October 1, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton in collaboration with the City's Agent of Record, Brown & Brown along with Florida Blue wish to offer a Medicare Advantage group plan to its retirees that are Medicare eligible or age 65 and over.

This agreement was pulled from the Consent Agenda from the August 23, 2023 Council meeting because of on-going negotiations.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the contract with Florida Blue effective October 1, 2023.

ATTACHMENTS:
BlueMedicare Master Agreement

Florida Blue
In the pursuit of health®

BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this "Agreement") describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. ("Florida Blue") have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, "Medicare Plan(s)") coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to "we", "us", "our," and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) ("Evidence of Coverage"), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue's contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to "you" or "your" in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty ("LEP") means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy ("LIS") means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.

2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty-one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.

3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and

2. Provide the Covered Person(s) who will be disenrolled with at least twenty- one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or

2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums**. You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:

    a. Any portion of the Premium due for coverage provided by us prior to termination; and

    b. Any amounts otherwise due us.

2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.

3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.

4. **Service Area**. There is no longer any Covered Person who lives, resides, or works in the Service Area.

5. **Termination or Non-renewal of the CMS Contract**. We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.

2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero ($0.00).

2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered

Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements ("CMS Mandated Amendments") with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors, heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person's disenrollment.

K. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

L. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

M. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

N. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue's provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

O. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

P. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

Q. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

R. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). You will notify us

promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

S. Governing Law and Venue

This Agreement is made and entered into in the State of Florida. It shall be governed by and construed in accordance with Federal law, and to the extent not preempted, by the laws of the State of Florida. Venue for any litigation relating to this Agreement shall be in Manatee County, Florida.

T. E-Verify

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, and alien who is not duly authorized to work in the United States. To the extent applicable and not otherwise preempted by Federal law, Florida Blue agrees to comply with the requirements of Sections 448.09 during the term of this Agreement..

* * * * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of ***City of Bradenton.*** The benefits of this Agreement as set forth in the Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium:

Elite Health Elite Rx PPO w/DHV ***$358.35***

The Group's Agreement is effective as of ***10/1/2023***.

IN WITNESS WHEREOF, the parties have executed this Agreement as of dates listed below.

Blue Cross Blue Shield of Florida, Inc. (DBA Florida Blue)	***City of Bradenton #56608***
By: Alisha Pieraccini (Signature)	By: _____ (Signature)
Name: Alisha Pieraccini (Please Print or Type)	Name: _____ (Please Print or Type)
Title: Vice President, Medicare Prod Strat & Devmt	
Date: September 8, 2023	Date: _____

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Disposition of CRA owned property located at 413 10th Avenue East - PUBLIC HEARING

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

On March 2, 2023, an advertisement to dispose of the CRA owned property in the Central CRA district located at 413 10th Avenue E. (PID 4607700004).

Between March 2, 2023 and March 31, 2023, two offers were received.

On May 25, 2023, the CRA Board made a motion to instruct staff to negotiate a purchase and sale contract with Habitat for Humanity for the aforementioned CRA property.

The offer made by the Buyer was for 1 (one dollar). The offer being made is less than market value for the property.

Per Florida Statute 163.380 (2) In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing.

On September 1, 2023, an Advertisement noticing a public hearing for the disposition of the CRA owned property for under market value date of September 13, 2023, was published in the Bradenton Herald.

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:

Motion to approve the CRA of the City of Bradenton to enter into a purchase and sale contract with Habitat for Humanity to dispose of CRA owned property located at 413 10th Avenue East for under market value.

ATTACHMENTS:
413 10th Avenue East Disposition Overview

413 10th Avenue East
PID: 4607700004
Single Family Residence
1,120 Square Feet
Built: 2003

3 Bedroom

2 Bath

Lot Size:
5,300 Square Feet

Opinion of Market Value:
$110,000

Purchased by the Central Community Redevelopment Agency in February 2006 for $135,000.
Ownership transferred to the CRA January 2016

MANATEE COUNTY
PROPERTY APPRAISER
CHARLES E. HACKNEY

Property Record Card

Created at: https://www.manateepao.gov on August 15, 2023

Parcel ID:	4607700004
Ownership:	COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON FLORIDA
Owner Type:	GOVERNMENT
Mailing Address:	COMMUNITY REDEVELOPMENT AGENCY OF THE, CITY OF BRADENTON FLORIDA, 101 12TH ST W, BRADENTON FL 34205-7865
Situs Address:	413 10TH AVE E, BRADENTON FL 34208-2535
Jurisdiction:	CITY OF BRADENTON
Tax District:	0021; CITY OF BRADENTON
CRA/TIF District:	C; CENTRAL CRA
Market Area:	09; CENTRAL BRADENTON
Sec/Twp/Rge:	36-34S-17E
Neighborhood:	4050; W1/2 25 S MANATEE AV & N1/2 NW 36/34/17
Subdivision:	4605900; MRS JULIA CURRY PLAT; LOT 2
Parcel Type:	REAL PROPERTY
Parcel Created:	09/05/1987
Map Number:	4B36
Land Use:	0100; SINGLE FAMILY RESIDENTIAL
Land Size:	0.1217 Acres or 5,300 Square Feet
Building Area:	1,120 SqFt Under Roof / 1,120 SqFt Living or Business Area / 1,120 SqFt Residential Impervious Area
Living Units:	1
Residential Bldgs:	1



413 10th Avenue East (1)




413











Summary and Considerations

On June 15, 2022 the CRA Board made a motion that was carried out with a 5-0 vote that the CRA was no longer interested in the business of being landlords.

On February 23, 2023 the CRA Board made a motion to approve an advertisement for a call of offers for the property.

On March 2, 2023 an advertisement to dispose of the CRA owned property in the Central CRA district located at 413 10th Avenue E. (PID 4607700004).

Offers were received on March 31, 2023.

On May 25, 2023 the CRA Board made a motion to instruct staff to negotiate a purchase and sale contract with Habitat for Humanity for a CRA owned property.

Property seems to be in poor condition based on staff visual inspections.

Staff has reached a value opinion of the property in a range of $100,000 - $110,000.

Selling will add the properties to the tax roll, increasing the Tax Base.

CRA will save on the costs to for property insurance and maintenance.

Attached to the purchase and Sale Agreement will be a Redevelopment Agreement.

Home will be renovated by Buyer and will no longer be vacant.

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
35970	462555	Print Legal Ad-IPL01380360 - IPL0138036		$109.98	1	93 L

Attention: Karen Kyser

CITY BRADENTON
101 12TH ST W
BRADENTON, FL 34205

accountspayable@cityofbradenton.com

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN:
DISPOSITION OF PROPERTY OWNED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON FOR UNDER FAIR VALUE

THE CITY OF BRADENTON CITY COUNCIL WILL HOLD A PUBLIC HEARING TO REVIEW THE DISPOSITION OF COMMUNITY REDEVELOPMENT AGENCY (CRA) OWNED PROPERTY LOCATED AT 413 10TH AVENUE EAST, BRADENTON, FLORIDA 34208. THE CITY COUNCIL WILL REVIEW THE PROPOSED DISPOSITION OF CRA PROPERTY. FOLLOWING THE PUBLIC HEARING THE CITY COUNCIL SHALL APPROVE OR DENY THE DISPOSITION OF THE CRA PROPERTY FOR UNDER FAIR VALUE.

THE PUBLIC HEARING WILL BE HELD ON SEPTEMBER 13, 2023 TO RECEIVE COMMENT ON THE PROPERTY THAT WILL BE CONVEYED. THE PUBLIC HEARING WILL BE HELD DURING THE REGULARLY SCHEDULED CITY COUNCIL MEETING AT 8:30 A.M. AT CITY HALL COUNCIL CHAMBERS, 101 OLD MAIN STREET, BRADENTON, FLORIDA 34205.

For questions or additional information, please contact the CRA Manager at 941-932-9488 or christopher.munyon@bradentonFL.gov.
Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com
According to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by City Council with respect to any matter to be considered at the meeting or hearing, he/she will need a record of the proceeding and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record would include any testimony and evidence upon which the appeal is to be based.
IPL0138036
Sep 1 2023

THE STATE OF TEXAS
COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:
1 insertion(s) published on:

09/01/23

THE STATE OF FLORIDA
COUNTY OF MANATEE

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Crystal Trunick

Sworn to and subscribed before me this 5th day of September in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Administrative Services

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4014 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING CHAPTER 46, ARTICLE III, SECTION 46-62 TO REVISE QUORUM REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The Affordable Housing Advisory Committee (AHAC) would like to change the quorum requirements for the Committee. Currently, to meet a quorum there needs to be five members present at a meeting. Having five members present given the fluctuating number of members has been difficult. Ordinance 4014 changes the requirements for a quorum from five members in attendance to a majority of active members being in attendance.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:

Attorney S. Rudacille has reviewed, revised, and approved the revisions.

SUGGESTED MOTION:
Motion to approve Ordinance 4014.

ATTACHMENTS:
Ordinance 4014

ORDINANCE NO. 4014

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING CHAPTER 46, ARTICLE III, SECTION 46-62 TO REVISE QUORUM REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 420.9076, Florida Statutes, the City established Sections 46-62 of the City of Bradenton's Code of Ordinances (the "City's Code") to establish an affordable housing advisory committee and to outline its requirements, powers, and duties;

WHEREAS, Section 420.9076, Florida Statutes, requires at least 8 but not more than 11 affordable housing advisory committee members;

WHEREAS, Section 420.9076, Florida Statutes, is silent as to how quorum is established at meetings;

WHEREAS, Section 46-62 of the City's Code provides that the City's affordable housing advisory committee shall consist of nine (9) members and that five members shall constitute quorum;

WHEREAS, the City wishes to revise Section 46-62 of the City's Code to specifically state that in order to constitute a quorum, there must be a majority of the advisory committee's then appointed members present;

WHEREAS, the City finds it is in the City's best interest to make this revision to ensure that the affordable housing advisory committee is able to carry out its duties and make recommendations to the City in accordance with Section 420.9076, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

Sec. 46-62. Affordable housing advisory committee.

(a) *Creation.* The affordable housing advisory committee ("advisory committee") is hereby created and established. The members of the advisory committee shall be appointed by resolution of the city council.

(b) *Definition of "affordable housing."* The term "affordable housing" is defined in the city's comprehensive plan and such definition shall govern the terms of this section.

(c) *Number of members; quorum; types of members.* The advisory committee shall consist of nine members. ~~Five members shall constitute a quorum.~~ The advisory committee may not take formal action unless a quorum is present but may meet to hear presentations if duly noticed. In order to constitute a quorum, there must be a majority of the advisory committee's then appointed members present at the meeting.

Membership of the advisory committee shall include one member of city council, two members of the public at large, and one representative from at least six of the categories below:

(1) One citizen who is actively engaged in the residential building industry in connection with affordable housing;

(2) One citizen who is actively engaged in the banking and mortgage industry in connection with affordable housing;

(3) One citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing;

(4) One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;

(5) One citizen who is actively engaged as a for-profit provider of affordable housing;

(6) One citizen who is actively engaged as a real estate professional in connection with affordable housing;

(7) One citizen who is actively engaged as a not-for-profit provider of affordable housing;

(8) One citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174. If the local planning agency is comprised of the governing

board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process;

(9) One citizen who resides within the jurisdiction of the local governing body making the appointments;

(10) A citizen who represents employers within the jurisdiction;

(11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

(d) *Terms.* Members of the advisory committee shall serve two-year terms and may be reappointed for subsequent terms. Appointments shall be made by the mayor with the approval of the city council. All members of the advisory committee shall serve until their respective successors have been appointed and qualified; provided, that the terms of the original members may be staggered so that all terms may not expire simultaneously. Each appointment to fill a vacancy shall be for the unexpired term and shall likewise be made by the mayor with approval of the city council.

(e) *Meetings.* Meetings of the advisory committee shall be held monthly for the first year of committee existence.

(f) *Compliance with public meeting and record laws.* All meetings of the advisory committee are public meetings and the advisory committee shall comply with the public records law and the special provisions regarding notice regarding plan considerations found in F.S. § 420.9076. Minutes of the meetings shall be kept by the city clerk or his designee.

(g) *Officers.* The advisory committee shall annually elect a chairperson, vice-chairperson and such other officers as it deems necessary. The chairperson is charged with the duty of conducting meetings in a manner consistent with law.

(h) *Support.* Staff, administrative and facility support for the advisory committee shall be provided by the city.

(i) *Review of policies, procedures, and regulations.* The advisory committee shall review the established policies and procedures, ordinances, land development regulations and adopted local comprehensive plan of the city and shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

(j) *Recommendations.* Recommendations of the advisory committee may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions. At a minimum, the advisory committee shall make recommendations on affordable housing incentives in the following areas:

(1) The affordable housing definition in the appointing resolution.

(2) The expedited processing of permits for affordable housing projects.

(3) The modification of fee requirements, including reduction or waiver of fees and alternative methods of fee payment.

(4) The allowance of increased density level.

(5) The reservation of infrastructure capacity for housing for very low income persons and low income persons.

(6) The transfer of development rights as a financing mechanism for housing for very low income persons and low income persons.

(7) The reduction of parking and setback requirements.

(8) The allowance of zero lot lines.

(9) The modification of sidewalk and street requirements.

(10) The establishment of a process by which the city considers, before adoption, procedures and policies that have a significant impact on the cost of housing.

(k) *Inclusion of other incentives.* The advisory committee's recommendations shall also include other affordable housing incentives identified by the advisory committee.

(l) *Quantification of housing cost reduction.* To the maximum extent feasible, the approved affordable housing incentive recommendations submitted to the city council must quantify the affordable housing cost reduction anticipated from implementing the specific recommendation.

(m) *Adoption of housing incentive recommendations.* Within nine months from the adoption of this article, the advisory committee shall make recommendations approved by a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the advisory committee to adopt final affordable housing incentive recommendations shall be published in a newspaper of general paid circulation in the city. Such notice shall contain a short and concise summary of the affordable housing incentive recommendations to be considered by the advisory committee. The notice shall also state the public place where a copy of the tentative advisory committee recommendation can be obtained by interested persons.

(n) *Local elected official membership.* The local elected official serving on the housing committee, or a local elected designee, must attend biannual regional workshops convened and administered under the affordable housing catalyst program as provided in F.S. § 420.531(2). If the local elected official or a locally elected designee fails to attend three consecutive regional workshops, the state housing development corporation may withhold funds pending the person's attendance at the next regularly scheduled biannual meeting.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect on _____.

FIRST READING	August 23, 2023
PUBLICATION DATE	August 25, 2023
SECOND READING	September 13, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2023.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4015 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, SECTION 18-36 OF THE CODE OF ORDINANCES, ENTITLED "UNSAFE STRUCTURES" TO PROVIDE FOR THE CITY COUNCIL TO HEAR APPEALS RELATING TO UNSAFE STRUCTURES AND TO ADD AN APPEAL FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Chapter 18, Article II, Section 18-36 of the Code of Ordinances provides for the regulation of unsafe structures. The Code currently provides that the Construction Trade Board is the body to hear such appeals. As the City has encountered difficulties in constituting the board, the City Council will appoint itself as the body to hear appeals under the unsafe structure provisions. The City will also charge a fee for appeals in order to offset the administrative costs associated with conducting said appeals.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve Ordinance 4015.

ATTACHMENTS:
Ordinance 4015

ORDINANCE NO. 4015

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, SECTION 18-36 OF THE CODE OF ORDINANCES, ENTITLED "UNSAFE STRUCTURES" TO PROVIDE FOR THE CITY COUNCIL TO HEAR APPEALS RELATING TO UNSAFE STRUCTURES AND TO ADD AN APPEAL FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Article II, Section 18-36, of the City's Code of Ordinances provides for the regulation of unsafe structures; and

WHEREAS, the Code currently provides that the construction trade board is the body that hears such appeals, but the City has encountered difficulties in constituting the board; and

WHEREAS, the City Council desires to appoint itself as the body that will hear appeals under the unsafe structures provisions; and

WHEREAS, the City also desires to charge a fee for any appeal under Chapter 18, Article II, Section 18-36 to offset administrative costs associated with conducting the appeal hearings; and

WHEREAS, the City Council for the City of Bradenton believes it is in the City's best interests to make certain revisions to its Code of Ordinances to provide for City Council to be the body that hears appeals under Chapter 18, Article II, Section 18-36, and to provide for a fee for any such appeals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing Whereas clauses are hereby adopted as findings.

Section 2. Amended Code Language.

A. Chapter 18, Article II, Section 18-36(d), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(d) – Definitions.

(1) In this section, unless the context otherwise requires:

Approved means approved by the building official or other authority having jurisdiction.

~~*Board* means the city construction trade board~~.

Building means any structure built for the support, shelter or enclosure of person, animals, chattels or property of any kind which has enclosing walls for

50 percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof". For the purpose of this section, each portion of a building separated from other portions by a fire wall shall be considered a separate building. Buildings located in areas of special flood hazard shall be defined as set forth in 44 CFR (Code of Federal Regulations). Section 59.1.

Building Official means the officer or other designated authority charged with the administration and enforcement of the Florida Building Code, or his or her duly authorized representative.

Department means the building department or other agency charged with the administration and enforcement of the Florida Building Code.

Notice means attempted communication via US Mail, Publication and Posting.

Owner means any person, agent, firm or corporation having a legal or equitable interest in the property.

Order means required attention or action, effective immediately and is made by "placarding".

Posted means attempted communication through physical sign media displayed on site and posted into the ground.

Structure means that which is built or constructed.

Temporarily safe means as determined by the building official and shall not be construed to imply entirely mitigated, remediated, complied with, or reduced in order.

Unsafe building or unsafe structure means any building or structure that has any of the following conditions, such that the life, health, property or safety of its occupants or the general public is endangered:

a. Any means of egress or portion thereof is not of adequate size or is not arranged to provide a safe path of travel in case of fire or panic.

b. Any means of egress or portion thereof, such as but not limited to, fire doors, closing devices and fire resistive rating, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.

c. The stress in any material, member or portion thereof, due to all imposed loads including dead load, exceeds the stresses allowed in the Florida Building Code for new buildings or structures or the applicable building code in effect at the time of construction for existing buildings or structures.

d. The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirement established by the Florida Building Code for new buildings or structures or the applicable building code in effect at the time of construction for existing buildings or structures.

e. Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is capable of resisting wind, seismic or similar loads as required by the Florida Building Code for new buildings or structures or the applicable building code in effect at the time of construction for existing buildings and structures.

f. The building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being occupied.

g. The building, structure or portion thereof as a result of decay, deterioration or dilapidation is likely to fully or partially collapse.

h. The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, the applicable building code in effect at the time of construction, or a city, county or state law.

i. Any building, structure or portion thereof is in such a condition as to constitute a public nuisance.

j. Any building, structure or portion thereof is unsafe, unsanitary or not provided with adequate egress, or constitutes a fire hazard, or is otherwise dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

k. Any building, structure or portion thereof has been declared unsafe, by the building official pursuant to any former city code or ordinance and has not been repaired or demolished in compliance with said former city code or ordinance.

(2) Words not defined in this section shall have the meanings stated in Webster's current New Collegiate Dictionary, as revised.

B. Chapter 18, Article II, Section 18-36(e), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(e) – Administration and Enforcement.

(e) Administration and enforcement.

(1) The provision of this section shall be administered and enforced by the building official.

(2) Right of entry.

a. The building official or his authorized representative may enter any building, structure or premises at all reasonable time to make an inspection or enforce any of the provisions of this section.

b. When entering a building, structure or premises that is occupied, the building official shall first identify himself, present proper credentials and request entry. If the building, structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge of the building and demand entry. If entry is refused, the building official or his authorized representative shall have recourse to every remedy provided by law to secure entry.

(3) The building official and other authorized representatives are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this section.

(4) Any requirement necessary for the strength or stability of an existing or proposed building or structure, or for the safety or health of the occupants thereof, not specifically covered by this section, shall be determined by the building official in accordance with the Florida Building Code or other approved standard, subject to appeal to ~~the board~~ City Council.

(e) Nothing contained in this section shall be deemed to waive sovereign immunity by the city or to impose any personal liability on any officer, employee or ~~member~~ agent of the ~~board~~ City acting in the discharge of his or her duties under this section.

C. Chapter 18, Article II, Section 18-36(g), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(g) – Notices.

(g) Notices.

(1) The building official shall prepare and issue a written notice directed to the owner of record of the building or structure. The notice shall contain, but not be limited to, the following information:

a. The street address and legal description of the building, structure or premises.

b. A statement indicating the building or structure has been declared unsafe by the building official, and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the provisions of this section.

c. A statement advising that if the following required action as determined by the building official is not commenced within or completed by the time specified the building official may cause the work to be done and all costs incurred charged against the property and/or the owner of record:

1. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the building official determines. The notice shall also indicate the degree to which the repairs must comply with the provisions of the Florida Building Code.

2. If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed.

3. If the building or structure is to be demolished, the notice shall require that the premises be vacated, all required permits for demolition be secured and the demolition be completed within such time as determined reasonable by the building official.

d. A statement advising that any person having any legal interest in the property may appeal the notice by the building official to ~~the board~~ City Council, that such appeal shall be in writing and shall be filed with the building official within 30 days from the date of the notice, and that failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

D. Chapter 18, Article II, Section 18-36(i), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(i) – Appeals

(i) *Appeals*

(1) Any person entitled to service of notice may appeal any action of the building official, except extensions of time, under this section to ~~the board~~ City Council. Such appeal shall be filed in writing with the building official within 30 days from the date of service and shall be accompanied by a $100.00 appeal fee. Said appeal shall contain at least the following information:

a. Identification of the building or structure concerned by street address or legal description.

b. A statement identifying the legal interest of each appellant.

c. A statement identifying the specific order of section being appealed.

d. A statement detailing the issue(s) on which the appellant desires to be heard.

e. The legal signatures of all appellants and their official mailing addresses.

(2) Upon receipt of any appeal, the building official shall, as soon as practicable, fix a date, time and location for the hearing of the appeal by ~~the board~~ City Council. Written notice of the date, time and location of the hearing shall be delivered personally or mailed to each appellant at the address on the appeal by certified mail, postage prepaid, return receipt requested.

(3) ~~The board~~ City Council shall provide for the interpretation of the provisions of this section. The hearing on the appeal shall be conducted in accordance with rules of procedure adopted by ~~the board~~ City Council.

(4) The hearing shall offer the appellant reasonable opportunity to be heard on only those specific matters or issues raised by the appellant in his or her appeal. Failure of any person to appear at the hearing shall constitute a waiver of his or her right to an administrative hearing.

(5) Except for a vacation order, enforcement of any notice issued by the building official under the provisions of this section shall be held in abeyance during the course of appeal before ~~the board~~ City Council.

E. Chapter 18, Article II, Section 18-36(j), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(j) – Implementation.

(j) Implementation.

(1) Any person who, after the order of the building official or the decision of ~~the board~~ City Council becomes final, fails or refuses to respond to the direction of such order, may be prosecuted as provided by law, including, but not limited to, section 1-15.

(2) The repair or demolition of any unsafe building or structure as required in the notice by the building official or the final decision by ~~the board~~ City Council shall be performed in an expeditious and workmanlike manner in accordance with the requirements of this section, the Florida Building Code, all other applicable codes and accepted engineering practice standards.

(3) No person shall obstruct or interfere with the implementation of any action required by the final notice of the building official or the final decision of ~~the board~~ City Council. Any person found interfering with or obstructing such actions shall be prosecuted as provided by law, including, but not limited to, section 1-15.

Section 3. Codification. The City Clerk shall ensure that this Ordinance be submitted for codification of the language herein upon taking effect.

Section 4: Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict**.**

Section 5. Severability. If any provision of this Ordinance or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by Florida law.

FIRST READING	August 23, 2023
PUBLICATION DATE	August 25, 2023
SECOND READING	September 13, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 13th DAY OF September, 2023.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Resolution 23-69
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY STORMWATER MANAGEMENT FEES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-176 AND 70-177, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To enact a new rate fee structure for the City's Stormwater Utility so as to more accurately reflect the costs of operations of such stormwater utility system and decrease its dependence upon any general fund revenues.

The City of Bradenton rates for stormwater shall be set forth on the Summary of Stormwater Rates attached. Any charges not addressed in this Resolution on the Summary of Rates attached that are currently being charged by the City shall remain in full force and effect.

The amended rates for stormwater shall take effect October 1, 2023.

FINANCIAL IMPACT:

Rate adjustment to offset increased operational costs for labor and materials.

SUGGESTED MOTION:
Motion to approve Resolution 23-69.

ATTACHMENTS:
Resolution 23-69 with the new Stormwater Rate Schedule

RESOLUTION NO. 23-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY STORMWATER MANAGEMENT FEES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-176 AND 70-177, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there currently exists on file at the City Clerk's office a rate structure for utilities set by the City of Bradenton including fees for stormwater management; and

WHEREAS, the City Council of the City of Bradenton desires to enact a new rate fee structure so as to more accurately reflect the costs of operation of such utility system, to decrease its dependence upon any general fund revenues and to remain in compliance with its bond issues and covenants; and

WHEREAS, the current rate structure is to be increased by six (6.00) percent, as provided herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

1. The City's rates for stormwater utility services shall be as set forth on that list of stormwater rates attached hereto and shall be maintained in the office of the City Clerk.

2. Any fees and charges not modified by this Resolution shall remain in full force and effect.

3. This Resolution, and the amended rates for stormwater management fees contained herein. shall take effect October 1, 2023.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING THIS 13th DAY OF SEPTEMBER, 2023

ATTEST:

_____	_____
Tamara Melton	Gene Brown
City Clerk	Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille
City Attorney

STORMWATER RATES
City of Bradenton
Effective October 1, 2023
(Resolution 23-69 Proposed 9-13-23)

The stormwater utility fee is based on the user fee concept in that the monthly charge is based on the level of benefit received. In other words, the greater the stormwater impact by a property, the more that property will be charged.

Owners of developed property that is, property that contains impervious area (a building, a paved area), both residential and non-residential, are billed this fee. Residential property owners are billed a flat rate. Residential properties include single family homes, mobile homes, multi-family dwellings and condominiums.

Impervious Area	Monthly Fee
Residential	$5.53 per residential unit

The formula for determining non-residential property fees is as follows:

Impervious Area (Non-residential)	Monthly Fee
0 to 7,999 square feet	$5.53
8,000 to 47,999 square feet	$26.58 plus $2.90 per 1,000 square feet over 8,000
48,000 square feet and up	$142.76

For example, if a non-residential property has 10,000 square feet of impervious area, there is a $26.58 base charge for the first 8,000 square feet, plus $5.80 for the additional 2,000 square feet. Therefore, the calculated stormwater fee would be $32.38.

Impervious Area in Square Feet (Non-Residential)			FY 2024
0	to	7,999	$ 5.53
8,000	to	8,999	$ 26.58
9,000	to	9,999	$ 29.49
10,000	to	10,999	$ 32.39
11,000	to	11,999	$ 35.30
12,000	to	12,999	$ 38.20
13,000	to	13,999	$ 41.10
14,000	to	14,999	$ 44.01
15,000	to	15,999	$ 46.91
16,000	to	16,999	$ 49.82
17,000	to	17,999	$ 52.72
18,000	to	18,999	$ 55.63
19,000	to	19,999	$ 58.53
20,000	to	20,999	$ 61.44
21,000	to	21,999	$ 64.34
22,000	to	22,999	$ 67.24
23,000	to	23,999	$ 70.15
24,000	to	24,999	$ 73.05
25,000	to	25,999	$ 75.96
26,000	to	26,999	$ 78.86

Impervious Area in Square Feet (Non-Residential)			FY 2024
27,000	to	27,999	$ 81.77
28,000	to	28,999	$ 84.67
29,000	to	29,999	$ 87.57
30,000	to	30,999	$ 90.48
31,000	to	31,999	$ 93.38
32,000	to	32,999	$ 96.29
33,000	to	33,999	$ 99.19
34,000	to	34,999	$ 102.10
35,000	to	35,999	$ 105.00
36,000	to	36,999	$ 107.91
37,000	to	37,999	$ 110.81
38,000	to	38,999	$ 113.71
39,000	to	39,999	$ 116.62
40,000	to	40,999	$ 119.52
41,000	to	41,999	$ 122.43
42,000	to	42,999	$ 125.33
43,000	to	43,999	$ 128.24
44,000	to	44,999	$ 131.14
45,000	to	45,999	$ 134.05
46,000	to	46,999	$ 136.95
47,000	to	47,999	$ 139.85
48,000	to	>48,000	$ 142.76

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Resolution 23-68
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-154 AND 70-155, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of Resolution 23-68

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To enact a new rate fee structure for water/sewer/reclaimed water so as to more accurately reflect the costs of operation of such water/sewer/reclaimed utility system, to decrease it dependence upon any general fund revenues and to remain in compliance with its loans and covenants. The City of Bradenton rates for water/sewer/reclaimed water shall be as set forth on the Water/Sewer/Reclaimed Rates attached. Any charges not addressed in this Resolution on the the summary of rates attached that are currently being charged by the City shall remain in full force and effect.

The amended rates for water/sewer/reclaimed shall take effect October 1, 2023. The amended rates reflect a 6.00% adjustment to the current rates.

FINANCIAL IMPACT:
Rate adjustment to offset increased operational costs for labor, materials and chemicals.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney has reviewed.

SUGGESTED MOTION:
Recommend approval of Resolution 23-68 with the summary of Water/Sewer/Reclaimed rates.

ATTACHMENTS:
Resolution 23-68 with the summary of Water/Sewer/Reclaimed rates

RESOLUTION NO. 23-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON AMENDING THE CITY'S RATE AND FEE STRUCTURE FOR CITY WATER, SEWER AND RECLAIMED WATER CHARGES, AS PROVIDED FOR IN CHAPTER 70, SECTIONS 70-154 AND 70-155, OF THE CODE OF ORDINANCES, BY INCREASING SUCH FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there currently exists on file at the City Clerk's office a rate structure for utilities set by the City of Bradenton including fees for water, sewer and reclaimed water; and

WHEREAS, the City Council of the City of Bradenton desires to enact a new rate fee structure so as to more accurately reflect the costs of operation of such utility system, to decrease its dependence upon any general fund revenues and to remain in compliance with its bond issues and covenants; and

WHEREAS, the current rate structure is to be increased by six (6.00) percent, as described herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

1. The City's rates for water, sewer and reclaimed water services shall be as set forth on that list of water, sewer and reclaimed water rates attached hereto, and shall be maintained in the office of the City Clerk.

2. Any charges not modified by this Resolution shall remain in full force and effect.

3. This Resolution, and the rates adopted herein, shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF SEPTEMBER, 2023.

ATTEST:

_____ _____

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille
City Attorney

WATER, SEWER AND RECLAIMED RATES
City of Bradenton
Effective 10/1/2023
(In accordance with recently approved Resolution 23-68)

I. Water Rates

A. Connection Charges

Meter Size (inches)	Connection Charge (with Meter)	Connection Charge (Tap Only)	Commercial Deposit	Residential Deposit
3/4	$ 1,751	$ 450	$ 135	$ 135
1	$ 1,866	$ 475	$ 135	$ 135
1 1/2	$ 1,725	$ 575	$ 200	n/a
2	$ 1,800	$ 700	$ 200	n/a
3	$ 1,900	$ 800	$ 500	n/a
4	$ 2,400	$ 1,400	$ 600	n/a
6	$ 4,000	$ 1,550	$ 700	n/a
8	$ 4,800	$ 2,200	$ 1,000	n/a
10	$ 5,950	$ 3,250	$ 1,000	n/a
Over 10	Cost plus 25%			

B. Monthly Charge

1. Base Charge

WATER METER SIZE (IN.)	CUSTOMER CHARGE Inside City Limits	Outside City Limits	
3/4	$ 16.93	$ 21.16	or number of living units served times $7.45 ($9.31) whichever is greater.
1	$ 31.66	$ 39.58	or number of living units served times $7.45 ($9.31) whichever is greater.
1 1/2	$ 59.70	$ 74.62	or number of living units served times $7.45 ($9.31) whichever is greater.
2	$ 80.33	$ 100.41	or number of living units served times $7.45 ($9.31) whichever is greater.
3	$ 156.57	$ 195.72	or number of living units served times $7.45 ($9.31) whichever is greater.
4	$ 266.45	$ 333.07	or number of living units served times $7.45 ($9.31) whichever is greater.
6	$ 599.32	$ 749.16	or number of living units served times $7.45 ($9.31) whichever is greater.
8	$ 1,082.54	$ 1,353.17	or number of living units served times $7.45 ($9.31) whichever is greater.
10	$ 1,686.61	$ 2,108.26	or number of living units served times $7.45 ($9.31) whichever is greater.
12	$ 1,975.17	$ 2,468.97	or number of living units served times $7.45 ($9.31) whichever is greater.
Over 12	To be determined by the Public Works & Utilities Director.		

2. Volume (usage) Charge - Inside City Limits

- First 3,000 gallons	$	2.66	per 1,000 gallons
- Over 3,000 gallons	$	4.27	per 1,000 gallons

3. Volume (usage) Charge - Outside City Limits

- First 3,000 gallons	$	3.33	per 1,000 gallons
- Over 3,000 gallons	$	5.34	per 1,000 gallons

II. Sewer Rates

A. Connection Charges

Single Family Dwelling:		
- Single family dwelling unit containing not more than four (4) bedrooms.	$	1,550.00
- Each additional bedroom	$	672.00
Multi-Family Dwelling (i.e. Duplexes, Apartments, Condominiums, Motels, etc.):		
- The first units within each building or structure.	$	1,550.00
- The second unit within each structure.	$	672.00
- Each additional unit within the structure.	$	623.00
Commercial, Non-Housing Structure:		
- Commercial restaurants: for each 25 seats.	$	1,550.00
- Hospitals, nursing and convalescent homes including all related facilities (each bed).	$	1,550.00
- Offices and other commercial or industrial buildings or structures, each 3,000 square feet.	$	1,550.00
- For businesses, commercial or any type of industrial operations not specifically enumerated above and which have excessive wastewater flows and strengths as set forth in Ordinance no. 1142 and not clearly defined, the Director of Public Works or his designated representative will set the connection charge as a result of his findings.	To be calculated by Public Works and Utilities	
All Other Structures (not mentioned above)		
- For any tap or connection for which no specific provision is made herein, each 3,000 square feet.	$	1,550.00

B. Monthly Charge

1. Base Charge

WATER METER SIZE (IN.)	CUSTOMER CHARGE Inside City Limits	Outside City Limits	
3/4	$ 25.01	$ 31.26	or number of living units served times $11.87 ($14.84) whichever is greater.
1	$ 46.78	$ 58.47	or number of living units served times $11.87 ($14.84) whichever is greater.
1 1/2	$ 76.30	$ 95.37	or number of living units served times $11.87 ($14.84) whichever is greater.
2	$ 118.84	$ 148.55	or number of living units served times $11.87 ($14.84) whichever is greater.
3	$ 231.65	$ 289.57	or number of living units served times $11.87 ($14.84) whichever is greater.
4	$ 394.26	$ 492.82	or number of living units served times $11.87 ($14.84) whichever is greater.
6	$ 886.21	$ 1,107.77	or number of living units served times $11.87 ($14.84) whichever is greater.
8	$ 1,600.55	$ 2,000.68	or number of living units served times $11.87 ($14.84) whichever is greater.
10	$ 2,358.20	$ 2,947.75	or number of living units served times $11.87 ($14.84) whichever is greater.
12	$ 3,010.07	$ 3,762.59	or number of living units served times $11.87 ($14.84) whichever is greater.
Over 12	To be determined by the Public Works & Utilities Director.		

2. Volume (usage) Charge - Inside City Limits

- First 3,000 gallons $ 2.27 per 1,000 gallons
- Over 3,000 gallons $ 5.04 per 1,000 gallons

3. Volume (usage) Charge - Outside City Limits

- First 3,000 gallons $ 2.84 per 1,000 gallons
- Over 3,000 gallons $ 6.30 per 1,000 gallons

4. Sewage Strength Surcharge

- If the BOD and suspended solids are above the limits for domestic sewage, add the following to the monthly sewage volume charge:

(BOD measured or)
(Estimated Mg/l -1 or) (0.7) (3.29)
(250)
(Suspended solids measured or)
(Estimated Mg/l -1 or) (0.7) (3.32)
(250)

III. Impact Fees

A. Water - $62.24 per fixture unit valve. (change effective 8/1/06 per Resolution No. 06-45)

B. Sewer - $81.34 per fixture unit valve. (change effective 8/1/06 per Resolution No. 06-45)

IV. Reclaimed Water Tapping Charge.

At the time of making application for tapping into City of Bradenton reclaimed water system, the applicant shall pay to the Department of Public Works, taking their receipt herefor, the sum to cover the cost of making the taps upon the reclaimed water mains as follows:

Reclaimed Water Meter Size (Inches)	Connection Charge
3/4	$ 381.00
1	$ 569.00
1 1/2	$ 799.00
2	$ 1,245.00
3	$ 1,519.00
4	$ 2,282.00
6	$ 3,808.00
8	$ 4,407.00
10	$ 5,007.00

All meters 12-inches or larger shall be charged for at the cost of labor and material, including cost of meter plus twenty-five percent (25%) thereof.

V. Reclaimed Water Service Rates and Charges.

The monthly rates and charges to those served by the facilities and services afforded by the reclaimed water system of the City shall consist of a customer charge and volume charge as follows:

1 Base Charge

Reclaimed Water Meter Size (Inches)	Base Charge
3/4	$ 6.08
1	$ 9.74
1 1/2	$ 18.26
2	$ 24.35
3	$ 48.70
4	$ 79.15
6	$ 182.66

Customers with reclaimed water meter size 8-inches and larger shall be required to enter into a service contract with the City which shall include customer charges.

2 Volume (usage) Charge

Reclaimed Water Used per Month (Gallons)	Volume Charge (per 1000 Gallons)
0 to 20,000	$ 0.70
20,001 to 100,000	$ 0.63
100,001 to 250,000	$ 0.57
250,001 to 500,000	$ 0.52
Over 500,000	$ 0.42

Customer who average in excess of 500,000 gallons per month will be required to enter into a service contract with the City which shall include volume charges.

VI. Deposit Fees.

Deposit fees shall be required from all reclaimed water customers to ensure the payment of reclaimed water charges. Such deposit shall be held by the City without payment of interest. Customers who have an amount on deposit which is less than required shall not be required to make the increased deposit until there has been an interruption in reclaimed water service for nonpayment of charges.

Reclaimed Water Meter Size (Inches)	Deposit Fee
3/4	$ 135.00
1	$ 135.00
1 1/2	$ 200.00
2	$ 500.00
3	$ 1,000.00
4	$ 1,400.00
6	$ 2,400.00
8	$ 4,000.00
10 and above	$ 5,000.00

VII. Billing and Collection of Reclaimed Water Charges.

A. Reclaimed water charges as established herein may include placement of the fee as a line item on the existing Bradenton utility bill pursuant to Section 166.201, Florida Statutes, and Article VIII, Section 2 (b), Florida Constitution.

B. The City shall include the monthly reclaimed water charges on its monthly utility bill for all reclaimed water customers served by the City's water and wastewater utility system. Reclaimed water customers who are not served by the City's water and wastewater utility system shall be billed monthly on a separate billing by the City.

C. If any bill for reclaimed water service charges shall not be paid before the 20th day following the original date of billing, an additional charge equal to ten percent of the amount of such bill shall be added thereto. If the amount of such reclaimed water service charges shall not be paid within 30 days from the rendition of such bill, the Director of Public Works shall discontinue furnishing reclaimed water to such premises and shall disconnect the premises from the reclaimed water system of the City and shall proceed forthwith to recover the amount of such reclaimed water services in such lawful manner as he may deem advisable. The City shall be entitled to recover attorney's fees incurred in collecting delinquent fees.

VIII. Annual Adjustments

Each year beginning October 1st, water, sewer and reclaimed base and volume (usage) charges shall be subject to a potential increase by a percentage amount equal to the percentage increase of the Consumer Price Index for all Urban consumers (CPI-U) as determined by the U.S. Department of Labor, Bureau of Labor Statistics for the last twelve (12) month period that will allow adequate time for public notice. Such increased rates shall become effective on October 1st unless otherwise revised by resolution of the City Council.

CITY CLERK FEE SCHEDULE
City of Bradenton
(fee policies on file in the City Clerk's office)

FEE	FEE DESCRIPTION	FEE AMOUNT	FEE AUTHORITY
Administrative	Fee charged to turn on or off a water meter or to obtain the final and\or start meter reading when utility accounts change account holders.	$15.00	Sec. 70-153. - Charge for turning on or turning off water; service calls.
Tampering or Illegal Use	Fee charged when evidence of tampering with a city owned water meter as determined by the Utility Billing Department. Fee is charged on a per occurrence basis.	**First** Offense = $250 **Second** Offense = $500 **Each occurring offense after** = $500	Sec. 70-40. - Unauthorized use or taking of water.
Water Meter Testing (customer requested)	Fee charged and paid by customer prior to requested meter being tested (a.k.a. bench tested). Test result in either a pass or fail. If test results are a pass, customer forfeits fee. If test results are a fail, customer will be refunded fee.	**3/4" or 5/8"** Meter = $140.00. **1" or 1 1/2"** Meter = $225.00.	Sec. 70-64. - Schedule of fees
Additional Deposit	Additional deposit is applied to accounts that have been shut-off for non-payment. Additional Deposits are applied to the customer's account at the time the disconnection order is generated and must be paid prior to services being restored.	Additional Deposit amount is calculated based on a six (6) month average bill amount times two (2) months, plus $15.00.	Sec. 70-151 (3). - Utility deposits prerequisite to service.
Credit or Debit Card Charge Back	A fee of no less than $20 will be charged to the customer if their utility bill payment is returned through a bank chargeback. Fee may increase depending on the return charge received by The City of Bradenton.	Minimum $20	Sec. 70-64. - Schedule of fees.
NSF-Returned Item	A fee of no less than $25 will be charged to the customer if their utility bill payment is returned through a bank NSF. Fee may increase depending on the return charge received by The City of Bradenton.	Minimum $25	Sec. 70-64. - Schedule of fees.
Hydrant Meter Deposit	Upon request of a Hydrant Meter, customer will pay a refundable deposit. Deposit is applied to the utility account upon closing. Should a credit balance exist after final billing, customer will receive a refund check within 30 days.	$500	Sec. 70-38. - Application for water service & Sec. 70-151 (3). - Utility deposits prerequisite to service.
After-Hours Service	Fee charged to customers who request service to be turned on or off outside of regular business ours (see Hours of Operation at www.cityofbradenton.com for details).	$75	Sec. 70-64. - Schedule of fees
Irrigation Meter and Installation	Fee charged for a new water meter to record irrigation usage. Prior to installation, a backflow prevention device must be installed. Fee is paid by customer at the time of request and prior to installation.	$250	Sec. 70-38. - Application for water service & Sec. 70-64. - Schedule of fees

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Resolution 23-70
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE FEE SCHEDULE FOR CITY GARBAGE, TRASH AND RECYCLING CHARGES, AS PROVIDED FOR IN CHAPTER 58, SECTION 58-61, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To enact a new rate fee structure for solid waste collection & disposal so as to more accurately reflect the costs of operation of such solid waste system, to decrease its dependence upon any general fund revenues. The City of Bradenton rates for solid waste collection & disposal shall be as set forth in the Resolution. Any charges not addressed in this Resolution on the summary of rates attached that are currently being charged by the City shall remain in full force and effect.

The amended rates for solid waste collection & disposal shall take effect October 1, 2023. The amended rates reflect a 6.00% adjustment to the current rates for residential accounts and 25% for commercial dumpster, compactor and roll-off containers.

FINANCIAL IMPACT:
Rate adjustments to offset the increased operational costs for labor, materials, and equipment.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney has reviewed.

SUGGESTED MOTION:
Motion to approve Resolution 23-70.

ATTACHMENTS:
Resolution 23-70

CITY OF BRADENTON

RESOLUTION NUMBER 23-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE FEE SCHEDULE FOR CITY GARBAGE, TRASH AND RECYCLING CHARGES, AS PROVIDED OR IN CHAPTER 58, SECTION 58-61, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 58, Section 58-61 of the Code of Ordinances of the City of Bradenton provides for the establishment by Resolution of fees for removal of garbage or trash; and

WHEREAS, the City wishes to modify the current fees for garbage, trash and recycling in order to account for increases in the City's costs of providing such services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City's schedule of fees and charges for garbage, trash and recycling services, as provided for in Section 58-61 of the Code of Ordinances, shall be as follows, and shall be maintained in the office of the City Clerk.

FEE SCHEDULE

1. All residents, tenants, owners or occupants of lots or premises where there is an accumulation of garbage or trash required to be removed by the City of Bradenton Solid Waste Division, shall pay to the City for such services, the sums set forth below:

   a. For collection of household garbage twice weekly from City supplied containers of one (1) ninety-five gallon can, or lessor (65) sixty-five gallon can, or an equivalent volume of rubbish or trash, **the sum of Eighteen Dollars and Twenty Cents ($18.20) per month.** For each additional (95) ninety-five-gallon garbage can or each additional equivalent volume of rubbish or trash, **the sum of Eighteen Dollars and Twenty Cents ($18.20)** shall be added to the monthly charge.

There shall be no extra charge for yard trash collections from premises where a garbage collection fee is paid, except for collection of yard waste piles as defined herein.

b. Yard waste shall be collected once per week or once every two (2) weeks depending on availability of Solid Waste staff. Yard waste shall be placed within three (3) feet of the curb and at least three (3) feet away from any objects that may restrict collection. Leaves and lawn clippings must be placed in bags or cans for collection. Lose branches and limbs, including palm frowns, must be bundled and tied in neat piles of no more than six (6) feet in length for collection.

c. Yard waste piles consisting of tree stumps, and or large branches over six (6) feet in length and/or over three (3) inches in diameter will require special collection by City boom trucks and be subject to a special collection charge of **Seventeen Dollars and Eighty-Seven cents ($17.87) per cubic yard, or Three-Hundred-Fifty-Six Dollars and Thirty-Seven Cents ($356.37) per 20-cubic yard truck load collected**.

d. Any business that provides lawn maintenance, tree trimming, or tree removal services to properties within the City of Bradenton, are responsible for the removal of any yard waste generated as part of their services.

e. Collections made more frequently than twice per week shall be charged at rates proportionate to the number of collections required, viz., four (4) collections for double rates, six (6) collections for triple rates, etc.

f. For stores or other commercial premises, except multiple residential units, having rubbish or trash (excluding yard waste), which cannot be conveniently placed in 95-gallon containers and is placed in containers other than open-top roll-off containers, **the Garbage Fee unit charge shall be Nineteen Dollars and Eighty-Three Cents ($19.83), per cubic yard per pick-up of un-compacted rubbish or trash**. **For each extra pick-up requested in addition to the regularly scheduled pick-ups, a surcharge of Eighteen Dollars and Seventy-Five Cents ($18.75)** will be applied. In addition, each commercial account will be charged a fixed monthly rental and maintenance charge of

Thirty-Nine Dollars and Ninety-Six Cents ($39.96) per container serviced, unless the container is owned by the commercial customer.

g. For stores or other commercial premises, except multiple residential units, having rubbish or trash (excluding yard waste), which cannot be conveniently placed **in 95-gallon containers and is placed in open-top roll-off containers, the Garbage Fee unit charge shall be Nineteen Dollars and Eighty-Three Cents ($19.83), per cubic yard per pick-up of un-compacted rubbish or For each extra pick-up requested in addition to the regularly scheduled pick-ups, a surcharge of Eighteen Dollars and Seventy-Five Cents ($18.75)**. In addition, each commercial open-top roll-off account will be charged a fixed monthly rental and maintenance charge of One Hundred Seventeen Dollars and Thirteen Cents ($117.13) per open-top roll-off container serviced.

h. For multiple residential units **the sum of Sixteen-Dollars and Twenty-One Cents ($16.21) per month for each residential unit**, whether occupied or not, for the collection of one ninety-five (95) gallon garbage can per unit. For each additional garbage can, or equivalent volume of rubbish or trash, **the sum of Sixteen-Dollars and Twenty-One Cents ($16.21) per month.**

i. For Trailer parks the sum of **the sum of Sixteen-Dollars and Eighty-One Cents ($16.81) per month,** per trailer, whether occupied or not, for collection from one (1) ninety-five (95) gallon garbage can, or less, or an equivalent volume of rubbish or trash. For each additional garbage can or each equivalent volume of rubbish or trash, **the sum of Sixteen-Dollars and Eighty-One Cents ($16.81) per month**.

j. Junk, as defined in Section 58-1 of this Code, shall include: appliances such as refrigerators, freezers, stoves, water heaters, dishwashers, clothes washer and dryers; furniture such as sofas, mattresses, bed springs, upholstered chairs, armchairs, and tables; electronics such as stereo equipment, television sets, computer equipment; and all other items not specifically set forth above, but which are included in the definition of "junk".

i) All junk items will be collected and removed by the City for a separate fee of $10/item, with such charges being added to the occupant's utility bill and billed with current monthly billing of the Water and Sewer Department of the City of Bradenton.

ii) All junk items must be scheduled with the City of Bradenton Solid Waste Division for special service collection no later than 48-hours of placement of such items at the collection site. If proper scheduling for collection of junk items is not arranged within 48-hours of placement at the collection site, or within 48-hours of being served notice by the City to schedule a special collection, the collection of such items will be deemed illegal dumping and be handled as defined herein.

iii) City of Bradenton Solid Waste Division, in coordination with City Code Enforcement shall regulate dumping violations.

iv) Tires will be charged the following rates for each tire collected:

Small tires up to 14" diameter	$1.00
Medium Tires 15" to 17" diameter	$3.00
Large Tires 18" and larger	$5.00

2. ILLEGAL DUMPING, ACCUMULATIONS, AND SCATTERINGS OF REFUSE

a. It is unlawful for any person to allow any refuse to collect or accumulate on any lot/parcel or other premises within the City of Bradenton of which the individual is the owner, tenant, lease, manager, or occupant.

b. Such unauthorized accumulation or scattering of refuse will be declared a nuisance and is prohibited. In the event such person fails or refuses to remove such accumulation or scatterings of refuse, within 48 hours of being served notice by the City to remove such materials, the City will cause same material to be removed at the expense of such person, with an illegal dumping service charge of three-hundred dollars $300.

3. COMMERCIAL

For stores, or other commercial premises, except multiple residential units, generating rubbish or trash (excluding yard trash), which is placed in commercial compactors, **the unit charges shall be Sixty-Two Dollars and Ninety-Six Cents ($62.96) per cubic yard per pickup.** The compacted rates are calculated as follows:

Commercial Compacted Garbage Rates:

Table 1

Container Size (yd3)	**Service Charge ($)**	**Compaction Ratio**	**Monthly Charge Calculation Based on Number of Times per Week Pick-up ($)**
Over 1	$20.99	3	Container Size (yd3) x Service Charge ($) x Compaction Ratio (3) x Pick-ups per Week

Customers that have arranged for on-call service shall be charged **Sixty-Two Dollars and Ninety-Six Cents ($62.96) per cubic yard per pickup. In addition, all compactors requiring a turn-around shall have a Thirty-Seven-Dollar and Fifty Cents ($37.50) service fee applied per each round trip.**

4. MULTI-FAMILY RESIDENTIAL

For multiple residential units, generating rubbish or trash (excluding yard trash), which is placed in commercial compactors, **the unit charges shall be Sixty-Two Dollars and Ninety-Six Cents ($62.96) per cubic yard per pickup.** The compacted rates are calculated as follows:

Table 2

Container Size (yd3)	**Service Charge ($)**	**Compaction Ratio**	**Monthly Charge Calculation Based on Number of Times per Week Pick-up ($)**
Over 1	$20.99	3	Container Size (yd3) x Service Charge ($) x Compaction Ratio (3) x Pick-ups per Week

Customers that have arranged for on-call service shall be charged **Sixty-Two Dollars and Ninety-Six Cents ($62.96) per cubic yard per pickup.**

In addition, all compactors requiring a turn-around shall have a Thirty-Seven-Dollar and Fifty Cents ($37.50) service fee applied per each round trip.

5. COMMERCIAL 95-GALLON CART FEES

For stores or other commercial premises, except multiple residential units, having rubbish or trash (excluding yard trash), which must be placed in 95-gallon carts, the unit charge shall be as follows:

Table 3

Number of 95 Gallon Carts	Volume Charge ($)	Administration & Maintenance Fee ($)	Total Monthly Fee 1 Time/Week Pick-up ($)
1	28.18	17.05	45.23
2	58.87	19.05	77.92
3	84.58	21.05	105.63
4	112.75	23.05	135.80
5	140.93	25.05	165.98
6	169.12	27.05	196.17
7	197.31	29.05	226.36

Table 4

Number of 95 Gallon Carts	Volume Charge ($)	Administration & Maintenance Fee ($)	Total Monthly Fee 2 Times/Week Pick-up ($)
1	56.37	17.05	73.42
2	112.75	19.05	131.80
3	169.12	21.05	190.17
4	225.50	23.05	248.55
5	281.87	25.05	306.92
6	338.25	27.05	365.30
7	394.62	29.05	423.67

For each extra pick-up requested in addition to the regularly scheduled pick-up, **a surcharge of Nineteen-Dollars and Eighty-Seven Cents ($19.87)** will be applied. In addition, each commercial account will be charged fifteen dollars and five cents ($15.05) administrative fee, and a fixed monthly maintenance fee of Two Dollars ($2.00) per each 95-gallon cart serviced.

2. All prior resolutions or portions thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

3. This Resolution and the schedule of fees contained herein, shall take effect on October 1, 2023. Billing statement sent for services which occur during a one-month period both before and after this date may be prorated accordingly.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF SEPTEMBER, 2023.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
City Clerk	Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4016 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 28, PRIOR POLICE SERVICE; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is necessary during first reading. The second reading and public hearing is scheduled for September 27, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Please see the attached letter from Scott Christiansen, Attorney for the Board of Trustees of the City of Bradenton Police Officers' Retirement System. Also attached is the Actuarial Report from Gabriel, Roeder, Smith & Company which reflected the changes would not have an actuarial impact on the cost of the Retirement System for prefunding purposes.

FINANCIAL IMPACT:
None according to the actuarial report.

ATTORNEY REVIEW/RECOMMENDATION:
Drafted and approved by Attorney Christiansen.

SUGGESTED MOTION:
No action is necessary during first reading. The second reading and public hearing is scheduled for September 27, 2023.

ATTACHMENTS:
Ordinance 4016
Letter from Attorney Christiansen and Actuarial Report

ORDINANCE NO. 4016

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 28, PRIOR POLICE SERVICE; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA;

SECTION 1: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 4, Finances and Fund Management; Establishment and Operation of Fund, subsection (6)(j), to read as follows:

* * * * *

(j) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled to shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * * * *

SECTION 2: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 7, Pre-Retirement Death, subsection (b)5., to read as follows:

* * * * *

(b) 5. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 16~~, subsection (2)(b)1~~.

* * * * *

SECTION 3: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 16, Minimum Distribution of Benefits, subsections (2)(a) and (2)(b)1., to read as follows:

* * * * *

(2) (a)

1. Required beginning date. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

2. Applicable age.

   a. For a member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

   b. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

   c. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * * * *

(2) (b) 1. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained ~~age seventy and one-half (70½), (or age 72 for a member who would have attained age 70½ after December 31, 2019) if later~~ the applicable age, as the surviving spouse. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 4: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 27, Military Service Prior to Employment, to read as follows:

Sec. 27. Military service prior to employment.

The years that a police officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the city police department shall be added to his years of credited service provided that:

(1) The member contributes to the fund an actuarially determined amount such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.

(2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.

(3) Payment by the member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (5) below.

(4) The maximum credit under this section, when combined with credited service purchased for service other than with the City of Bradenton, pursuant to Section 28, Prior Police Service, shall be four (4) years and shall count for all purposes except vesting and eligibility for not-in-line of duty disability benefits.

(5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph**.** The payment plan provided for in this paragraph shall be subject to the following terms:

(a) The principal amount to be paid shall be determined as set forth in paragraph (1) above.

(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.

(c) Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.

(d) Payments shall be made by payroll deduction from each paycheck on an after-tax basis.

(e) In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by

the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

(f) In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 5: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 28, Prior Police Service, to read as follows:

Sec. 28. Prior police service.

Unless otherwise prohibited by law, and except as provided for in section 1, the years that a member previously served as a police officer with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a police officer for any other municipal, county or state law enforcement department in the State of Florida shall be added to his years of credited service provided that:

(1) The member contributes to the fund an actuarially determined amount so that the crediting of the purchased service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.

(2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.

(3) Payment by the police officer of the required amount shall be made within six (6) months of his request for credit and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (7) below.

(4) The maximum credit under this section for service other than with the City of Bradenton when combined with credited service purchased pursuant to section 27, military service prior to employment, shall be four (4) years and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Bradenton and such credit shall count for all purposes, including vesting.

(5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of retirement benefit or pension from another retirement system or plan as set forth in section 15, subsection (12)(b).

(6) For purposes of determining credit for prior service as a police officer as provided for in this section, in addition to service as a police officer in this state, credit may be purchased by the member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer

provides proof to the board that such service is equivalent to the service required to meet the definition of a police officer under Sec. 1, above.

(7) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:

(a) The principal amount to be paid shall be determined as set forth in paragraph (1) above.

(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.

(c) Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.

(d) Payments shall be made by payroll deduction from each paycheck on an after-tax basis.

(e) In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

(f) In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 6: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 30, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, subsection (4), Forfeitures, subsection (5)(b), Termination Benefit, and subsection (6), Payment of Benefits, to read as follows:

* * * * *

(4) *Forfeitures*. Any member who has less than ~~ten (10)~~ eight (8) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection (5) shall forfeit his individual member share account. Forfeited amounts shall be included and used as part of the Chapter 185 tax revenues for future allocations to individual member share accounts on each valuation date in accordance with the formula set forth in subsection (c)(1).

* * * * *

(5)(b) *Termination Benefit*.

1. In the event that a member's employment as a police officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9. If the member receives payment of the value of his share account balance in accordance with subsection (6), below, that member is no longer entitled to receive a refund of his accumulated contributions. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

2. Such payment shall be made as provided in subsection (6).

* * * * *

(6) *Payment of Benefits*. If a member or DROP participant terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (3) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. If the member receives payment of the value of his share account balance in accordance with this subsection, the member is no longer entitled to receive a refund of his accumulated contributions. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance. No optional forms of payments shall be permitted.

* * * * *

SECTION 7: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Bradenton.

SECTION 9: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 10: That this Ordinance shall become effective upon adoption.

FIRST READING, this _____ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2023.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

dm\brad\pol\05-18-23.ord

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

August 21, 2023

Via E-Mail: Rob.Perry@BradentonFL.gov

Mr. Rob Perry, City Administrator
City of Bradenton
101 12th Street West
Bradenton, FL 34205

Re: Bradenton Police Officers' Retirement System - Ordinance Amending Plan

Dear Mr. Perry:

I represent the Board of Trustees of the City of Bradenton Police Officers' Retirement System. Enclosed please find an ordinance amending the City of Bradenton Police Officers' Retirement System which has been approved by the Board and is recommended for adoption by the City Council. The following changes are proposed:

1. Section 4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.

2. Section 7, Pre-Retirement Death, and Section 16, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.

3. Section 27, Military Service Prior to Employment and Section 28, Prior Police Service, are both being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time not to exceed 5 years, by after-tax payroll deduction, rather than making one lump sum payment.

4. Section 30, Supplemental Benefit Component for Special Benefits; Florida Statutes Chapter 185 Share Accounts, is being amended to clarify and confirm that:

   A. If the member receives the balance of his share account provided for in the plan, he is no longer entitled to receive a refund of his accumulated contributions; and

B. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

I am attaching a copy of a letter from the plan's actuary, confirming that there is no cost associated with the adoption of this ordinance.

If you have any questions regarding the enclosed, please feel free to give me a call.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

e-copy: Jeffrey Amrose, with enclosure
Ferrell Jenne, with enclosure

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

June 9, 2023

Ms. Ferrell B. Jenne
Lead Plan Administrator
Foster & Foster, Inc.
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of Bradenton Police Officers Retirement System

Dear Ferrell:

As requested, we have reviewed the proposed ordinance which would amend the City of Bradenton Police Officers Retirement System as follows:

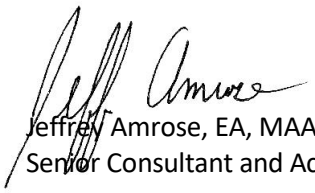
- Amend Section 4, Finances and Fund Management, to add language regarding the Board's discretion on seeking the recovery of inadvertent overpayments from benefit recipients or other parties, in accordance with the provisions of the Secure Act 2.0.
- Amend Section 7, Pre-Retirement Death, to update a reference for the required beginning date.
- Amend Section 16, Minimum Distribution of Benefits, to update the required beginning date from age 72 to the applicable age provided for in the Internal Revenue Code.
- Amend Section 27, Military Service Prior to Employment, to allow members who purchase prior military service to make payments over a period of time in lieu of a lump sum payment. The payment period would not exceed 60 months from the date of the first payment, and interest at the actuarially assumed rate of return on plan investments would be included in the payments.
- Amend Section 28, Prior Government Service, to allow members who purchase prior government service to make payments over a period of time in lieu of a lump sum payment. The payment period would not exceed 60 months from the date of the first payment, and interest at the actuarially assumed rate of return on plan investments would be included in the payments.
- Amend Section 30, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, to indicate that members with less than 8 years of service at termination of employment will forfeit their share account and to clarify that members who receive their share plan balance are no longer entitled to receive a refund of accumulated contributions and members who receive a refund of accumulated contributions will forfeit their share account balance.

In our opinion, these changes will not have an actuarial impact on the cost of the Retirement System for prefunding purposes. It is our opinion that a formal Actuarial Impact Statement is not required. However, we recommend that you send a copy of this letter and the ordinance to the Bureau of Local Retirement Systems.

Jeffrey Amrose is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Jeffrey Amrose, EA, MAAA
Senior Consultant and Actuary

cc: Scott Christiansen

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

AGENDA ITEM NO. 7.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4019 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-15, STORAGE OF PERSONAL PROPERTY, PROHIBITING THE STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY, INCLUDING PUBLIC RIGHTS-OF-WAY, AND PRIVATE PROPERTY WITHOUT APPROVAL OF OWNER; PROVIDING FOR REMOVAL AND/OR DISPOSAL OF PERSONAL PROPERTY IN VIOLATION OF SECTION 54-15; PROVIDING FOR EXEMPTIONS TO SECTION 54-15; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at the first reading. The second reading and public hearing is scheduled for September 27, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Ordinance No. 4019 creates new regulations regarding the storage of personal property within the City. The Ordinance makes it unlawful to store personal property on public property, or private property without the permission of the owner, and provides for the City to remove and dispose of such property following appropriate notice.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney and Police Legal Advisor.

SUGGESTED MOTION:
No action is required at the first reading. The second reading and public hearing is scheduled for September 27, 2023.

ATTACHMENTS:
Ordinance 4019

ORDINANCE NO. 4019

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-15, STORAGE OF PERSONAL PROPERTY, PROHIBITING THE STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY, INCLUDING PUBLIC RIGHTS-OF-WAY, AND PRIVATE PROPERTY WITHOUT APPROVAL OF OWNER; PROVIDING FOR REMOVAL AND/OR DISPOSAL OF PERSONAL PROPERTY IN VIOLATION OF SECTION 54-15; PROVIDING FOR EXEMPTIONS TO SECTION 54-15; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has a significant governmental interest in promoting the health, safety and security of citizens and visitors by regulating potentially hazardous conditions on public and private property and within public rights-of-way.

WHEREAS, personal property stored on public property, including public rights-of-way, may pose a health, safety, or security threat to pedestrians and vehicles.

WHEREAS, the City has a significant governmental interest in ensuring that pedestrians have minimally obstructed access to public rights-of way.

WHEREAS, the City has a compelling governmental interest in complying with requirements of the American with Disabilities Act, which include minimally obstructed sidewalk access for those with disabilities.

WHEREAS, it is necessary and in the best interest of the City to add Section 54-15 to prohibit the storage of personal property on public property, including public rights-of-way, and private property without approval of owner, and to allow for the removal and/or disposal of personal property found to be in violation of Section 54-15.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A. A new Chapter 54, Article 1, Section 54-15 shall be added as follows:

Sec. 54-15. – Storage of personal property.

(a) *Purpose and findings*.

(1) The city has a significant governmental interest in promoting the health, safety and security of citizens and visitors by regulating potentially hazardous conditions on public and private property and within public rights-of-way.

(2) Personal property stored on public property, including public rights-of-way, may pose a health, safety, or security threat to pedestrians and vehicles.

(3) The city has a significant governmental interest in ensuring that pedestrians have minimally obstructed access to public rights-of way.

(4) The city has a compelling governmental interest in complying with requirements of the American with Disabilities Act, which include minimally obstructed sidewalk access for those with disabilities.

(5) The city is willing to assist, on a limited basis, in providing storage facilities to those who do not have a location to store personal property.

(b) *Definitions*. For purposes of this section, the following definitions or definitional guidelines shall apply:

(1) *Custodian* means an owner of personal property or another person entrusted with the care and possession of the personal property by the owner.

(2) *Public property* means any street, alley, sidewalk, pedestrian pathway, bicycle lane, sidewalk, median, or any other area encompassed within the public right-of-way in the City of Bradenton, Florida, any park, or other outdoor recreation facility in the City of Bradenton, Florida, or any other grounds, buildings, or other facilities, including any structures, fixtures, equipment, furnishings and any other appurtenances located thereon, owned or leased by the City of Bradenton.

(3) *Reasonable charges* means the city's actual costs incurred, but in determining the reasonableness of the charges, the city may take into consideration the owner's ability to pay the charges.

(4) *Store or stored* when referring to an item on public or private property shall be broadly interpreted to include any action to place, store, park, display, keep, locate, or set an item upon the property.

(c) *Storage of personal property*. It shall be unlawful, subject to the provisions herein, for any person to store unattended items of personal property on public property, or to store attended items of personal property on public property for a time period exceeding twenty-four (24) continuous hours, or to store items of personal property on private property without the permission of the private property owner.

A person shall not be charged with a violation of this section unless and until such person has been given verbal, written or posted notice, under the provisions herein, to remove the prohibited items, and then fails to do so. A person who retrieves their personal property, pursuant to subsection (f), which was unattended when removed by the city, shall not be cited for a violation of this section if it is that person's first violation of this section. A person shall not be charged with a violation of this section if the person, upon receiving notice, removes or causes to be removed all prohibited items from the subject public property or private property immediately and does not at any point thereafter return any personal property to any public property or to private property without the permission of the private property owner. Moving the unlawfully stored items to another location on public property shall not be considered to be removing the item from public property.

If requested by a person in violation of this section, and in consideration of the public health and safety, a law enforcement officer or city code compliance officer shall remove, or cause to be removed, all items of personal property to a secure indoor or outdoor location at a social service agency which has agreed to accept such personal property. The social service agency may establish reasonable rules and guidelines for the use of any storage space in accord with any applicable governmental laws and regulations. Whenever it is determined that personal property has been abandoned at the social service agency, the procedures set forth in F.S. ch. 705 shall apply and be followed.

(d) *Removal of personal property unlawfully stored on public property*.

(1) *Attended property*. If the city identifies items of personal property that are and have been stored continuously on public property for over twenty-four (24) hours and such items are attended by the owner or other custodian, the city shall give the owner or custodian twenty-four (24) hours to remove, or cause to be removed said items to another location that is not on public property. If the owner or custodian is thereafter found with any item of personal property which is unlawfully stored on public property after having been given verbal or written notice

by the city, the city may cause the removal of such unlawfully stored items.

(2) *Unattended property*. If the city identifies items of personal property that are being stored on public property and said items are unattended and are not determined to be lost or abandoned property under F.S. ch. 705, then the city shall affix a written notice to the personal property giving the owner forty-eight (48) hours to remove or cause to be removed said items to another location that is not on public property. If the property owner fails to remove any item of personal property which is unlawfully stored on public property after posted notice by the city, the city may cause the removal of such unlawfully stored items.

(3) *Property that is a threat to health, safety or welfare*. If the city identifies items of personal property, whether attended or left unattended, that are being stored on public property and determines that the stored items are a threat to the health, safety, or welfare of the public, the city may immediately remove such stored items. A threat to the health, safety, or welfare of the public shall include, but not be limited to, a fire hazard, an explosive hazard, noxious odors, an infectious or pathogenic hazard, or an infestation of vermin, including rodents, lice, roaches and fleas, to which the public would be exposed due to unlawful storage. If the items are removed without prior notice, a written notice shall be posted at the location where or nearby where the items were removed from and at the city police department property division.

(4) *Property within posted notice of no storage*. If the city identifies items of personal property left unattended that are being stored on public property which is posted with a sign conforming to the requirements of subsection 54-15(g) stating that unattended personal property may not be stored on public property and may be removed immediately, then no additional notice shall be required and the unattended item(s) may be removed immediately by the city.

(e) *Removal of personal property unlawfully stored on private property*. If the city identifies items of personal property that are being stored on private real property without the permission of the private real property owner, the city may immediately remove such unlawfully stored items at the request of the private real property owner.

(f) *Disposal of personal property that has been removed by the city*. The city may dispose of personal property after it has been removed from public property or from private property upon the expiration of thirty (30) days after its removal or after seven (7) days if the items are deemed to be a threat to the health, safety, or welfare of the public pursuant to this subsection. However, the owner of the personal property may retrieve said property

within the thirty-day period, after presentation to the city of adequate proof of ownership thereof and payment to the city of reasonable charges for the storage and removal thereof, if applicable. The city shall post notice at the police department with a description of the items removed, the location the items were removed from, and the deadline for the recovery of the items by their owner. The removal and disposal of any items of personal property under this section may be accomplished either by the city or by someone under contract to the city to remove or dispose of such items.

(g) *Posted notice*. The city shall be authorized to post, or cause to be posted, notice of the prohibitions of subsection 54-15(c) on public property under the following circumstances:

(1) Temporary signs warning of immediate removal of unattended items from public property may be posted at least thirty-six (36) hours in advance of preplanned events, including, but not limited to, parades and special events which are likely to draw large crowds to the city.

(2) Temporary signs may be posted in a particular area in the event the city determines there is a need for a cleanup or clearance of unattended items from that area. Signs shall be posted at least thirty-six (36) hours in advance of the cleanup or clearance operation.

(3) Permanent signs warning of the immediate removal of unattended items from public property may be posted on public property frequently traveled by pedestrians in order to facilitate access to businesses, schools and government facilities in commercial areas of the city or when required to ensure access as required by the Americans with Disabilities Act.

(4) Permanent signs warning of the immediate removal of unattended items from public property may be posted in public parks and around schools and public buildings or facilities which are likely targets for the placement of explosive devices by terrorists or dissidents.

All signage authorized by this subsection shall be readable to pedestrians traveling in or upon the public property; shall be prominently displayed on the public property where the prohibitions apply; shall state “NO storage of unattended personal property on Public Property allowed;” shall state where a claim of recovery of personal property removed under this section may be made; and shall cite this section.

(h) *Exemptions*. The following items shall be exempt from the prohibitions of subsection 54-15(c), unless any such exemption creates and/or causes a hazardous condition or threatens public safety:

(1) *Medical emergency*. Items stored pursuant to a medical emergency are exempt from the prohibitions of subsection 54-15(c) until the resolution of the medical emergency.

(2) *Permitted event*. Items stored pursuant to permitted events in the city, such as but not limited to, parades, festivals, assemblies or concerts are exempt from the prohibitions of subsection 54-15(c), for the duration of the event, at the discretion of the city.

(3) *Permitted property*. Items stored pursuant to a permit issued by, or other authority from, the city are exempt from the prohibitions of subsection 54-15(c).

(4) *Government property*. Items stored by a government entity or pursuant to direction from a government entity are exempt from the prohibitions of subsection 54-15(c), at the discretion of the city.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	September 13, 2023
PUBLICATION DATE	September 15, 2023
SECOND READING	September 27, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2023.

CITY OF BRADENTON, FLORIDA:

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 7.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4020 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-7, SIGNS IN THE PUBLIC RIGHTS-OF-WAY, PROHIBITING THE PLACEMENT OF SIGNS IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REMOVAL AND DISPOSAL OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at the first reading. The second reading and public hearing is scheduled for September 27, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Ordinance No. 4020 makes it unlawful for a person or entity to cause signs to be placed within the public rights-of-way of the City. Under the proposed Ordinance, persons or entities causing signage to be placed in the right-of-way in violation of this section are liable for potential fines as well as the cost of removal by the City. The person or entity who owns or is advertised or identified by the offending signage is deemed to have caused the placement of the signage, in the absence of evidence to the contrary, and is liable for potential fines and costs to the same

extent as the person or entity who physically placed the sign.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney.

SUGGESTED MOTION:
No action is required at the first reading. The second reading and public hearing is scheduled for September 27, 2023.

ATTACHMENTS:
Ordinance 4020

ORDINANCE NO. 4020

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-7, SIGNS IN THE PUBLIC RIGHTS-OF-WAY, PROHIBITING THE PLACEMENT OF SIGNS IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REMOVAL AND DISPOSAL OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an excess of signs causes a visual blight on the appearance of the City by detracting views of structures and open space;

WHEREAS, this visual blight adversely affects the aesthetic quality of life and traffic safety in the City for residents, businesses, pedestrians, and persons in vehicles;

WHEREAS, the City has a significant governmental interest in promoting the health, safety and security of citizens and visitors by regulating potentially hazardous conditions within public rights-of-way;

WHEREAS, it is in the best interest of the public health, safety and welfare of the City to prohibit the placement of signs, with exceptions, within public rights-of-way, to allow for the removal of such signs, and for those persons/entities placing and/or benefitting from the signs to be cited by the City for any violation of Section 54-7.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A. A new Chapter 54, Article 1, Section 54-7 shall be added as follows:

Sec. 54-7. – Signs in the Public Rights-of-Way.

Except where specifically authorized by law or city ordinance, it shall be unlawful for any person or entity to cause a sign to be placed within or encroaching upon the public rights-of-way of the city. The person or entity in possession or control of the sign and the person or entity who owns or is advertised or identified on the sign, shall be presumed to have caused the placement of the sign, in the absence of evidence to the contrary, and may be cited for a violation of this section. The City shall have the right to remove and dispose of any signs located within or encroaching upon the public rights-of-

way of the city in violation of this section, and the city may recover the costs of such removal and disposal from the person or entity who caused the placement of the sign, in addition to any fines that may be imposed.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	September 13, 2023
PUBLICATION DATE	September 15, 2023
SECOND READING	September 27, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2023.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

3966226v1

AGENDA ITEM NO. 7.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4021 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 7, PRERETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is necessary during first reading. The second reading and public hearing is scheduled for September 27, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Please see the attached letter from Scott Christiansen, Attorney for the Board of Trustees of the City of Bradenton Firefighters' Retirement System. Also attached is the Actuarial Report from Foster & Foster which reflected the changes would not have an impact on the assumptions used in determining the funding requirements

of the program.

FINANCIAL IMPACT:
None according to the actuarial report.

ATTORNEY REVIEW/RECOMMENDATION:
Drafted and approved by Attorney Christiansen.

SUGGESTED MOTION:
No action is necessary during first reading. The second reading and public hearing is scheduled for September 27, 2023.

ATTACHMENTS:
Ordinance 4021
Letter from Attorney Christiansen and Actuarial Report

ORDINANCE NO. 4021

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 7, PRE-RETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA;

SECTION 1: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 1, Definitions, to amend the definition of Salary, to read as follows:

* * * * *

Salary means the total compensation, subject to the limitations below, paid to a Firefighter for services rendered to the City reportable on the Member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.

For service earned after April 15, 2012, Salary shall not include more than three hundred (300) hours per calendar year for overtime paid for call back purposes. Hours required to be worked as part of the Member's normal work schedule shall not be deemed overtime and shall not count toward the three hundred (300) hour cap. Provided however, in any event, payment for overtime in excess of three hundred (300) hours accrued in calendar year 2012 as of April 15, 2012, and attributable to service earned prior to April 15, 2012 shall be included in Salary.

For service earned after April 15, 2012, Salary shall also not include payments for accrued unused vacation leave and sick leave. Provided however, in any event, payments received for accrued unused vacation leave and sick leave shall be included in Salary in an amount not to exceed the combined dollar value of the hours of unused vacation leave accrued as of April 15, 2012, plus one half (½) of the hours of unused sick leave accrued as of April 15, 2012, based on the Member's hourly rate of pay as of April 15, 2012.

Compensation in excess of limitations set forth in Section 401 (a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all Members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12, as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period

is subject to the applicable annual compensation limit in effect for that prior period.. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

* * * * *

SECTION 2: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 4, Finances and Fund Management, subsection (6)(j), to read as follows:

* * * * *

(j) Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member or Beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the Fund in a prudent manner.

* * * * *

SECTION 3: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 7, Pre-Retirement Death, subsection (2)(e), to read as follows:

* * * * *

(2)(e) Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin no later than the Member's required beginning date, as provided under Section 16~~, subsection 2.B.(1)~~.

* * * * *

SECTION 4: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 16, Minimum Distribution of Benefits, subsections (2)(a) and (2)(b)1., to read as follows:

* * * * *

(2)(a) *Required Beginning Date*.

1. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date. ~~For a Member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the Member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the Member terminates employment with the City. For a Member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The Member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the Member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the Member terminates employment with the City.

2. Applicable Age.

   a. For a Member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

   b. For a Member who attained age 72 before January 1, 2023, the applicable age is 72.

   c. For a Member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * * * *

(2)(b) 1. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained ~~age seventy and one-half (70½), (or age 72 for a Member who would have attained age 70½ after December 31, 2019) if later~~ the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving Spouse who is the Member's sole designated Beneficiary may elect to be treated as if the surviving Spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 5: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 24, Military Service Prior to Employment, subsection (6)(b), to read as follows:

* * * * *

(6)(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than ~~twenty-four (24)~~ sixty (60) months from the date of the first payment ~~and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph (c) below~~.

* * * * *

SECTION 6: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 27, Prior Fire Service, subsection (7)(b), to read as follows:

* * * * *

(7)(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than ~~twenty-four (24)~~ sixty (60) months from the date of the first payment ~~and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph (c) below~~.

* * * * *

SECTION 7: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 30, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, subsection (5)(b), Termination Benefit, and subsection (6), Payment of Benefits, to read as follows:

* * * * *

(5)(b) *Termination Benefit*.

1. In the event that a Member's employment as a Firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9. If the Member receives payment of the value of his share account balance in accordance with subsection (6), below, that Member is no longer entitled to receive a refund of his Accumulated Contributions. If the Member receives a refund of his Accumulated Contributions, he shall forfeit his share account balance.

2. Such payment shall be made as provided in subsection (6).

* * * * *

(6) *Payment of Benefits*. If a Member or DROP participant terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's Share Account, the Member's Share Account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (3) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. If the Member receives payment of the value of his share account balance in accordance with this subsection, the Member is no longer entitled to receive a refund of his Accumulated Contributions. If the Member receives a refund of his Accumulated Contributions, he shall forfeit his share account balance. No optional forms of payments shall be permitted.

* * * * *

SECTION 8: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Bradenton.

SECTION 9: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 10: If any section, subsection, sentence, clause or phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 11: That this Ordinance shall become effective upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this _____ day of _____, 2023.

CITY OF BRADENTON, FLORIDA

ATTEST:

By: _____ _____
City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

First Reading: September 13, 2023
Advertised: September 15, 2023
Second Reading: September 27, 2023

dm/brad/fire/07-06-23.ord

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

September 7, 2023

Via E-Mail: Rob.Perry@BradentonFL.gov

Mr. Rob Perry, City Administrator
City of Bradenton
101 12th Street West
Bradenton, FL 34205

Re: Bradenton Firefighters' Retirement System - Ordinance Amending Plan

Dear Mr. Perry:

I represent the Board of Trustees of the City of Bradenton Firefighters' Retirement System. Enclosed please find an ordinance amending the City of Bradenton Firefighters' Retirement System which has been approved by the Board and is recommended for adoption by the City Council. The following changes are proposed:

1. Section 1, Definitions, is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.

2. Section 4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.

3. Section 7, Pre-Retirement Death, and Section 16, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.

4. Section 24, Military Service Prior to Employment and Section 27, Prior Fire Service, are both being amended to provide an increase from 24 months to 60 months, for the member to purchase credited service. These sections are also being amended to remove language regarding the annual re-amortization of payments, as the administrative expense to fulfill the requirements in the current language, as well as the actuarial cost to provide these calculations outweighs the increase or decrease to the member's payment schedule.

5. Section 30, Supplemental Benefit Component for Special Benefits; Florida Statutes Chapter 175 Share Accounts, is being amended to clarify and confirm that:

   A. If the member receives the balance of his share account provided for in the plan, he is no longer entitled to receive a refund of his accumulated contributions; and

   B. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

I have attached a letter from the plan's actuary, Foster & Foster, Inc., indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
Enclosure
E-copy: Doug Lozen, with enclosure
Ferrell Jenne, with enclosure

August 28, 2023

VIA EMAIL

Board of Trustees
City of Bradenton
Firefighters' Pension Board

Re: City of Bradenton Firefighters' Retirement System

Dear Board:

We have reviewed the proposed Ordinance, identified on page 5 as "dm/brad/fire/07-06-23.ord", providing for the following changes. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

1. Section 1, Definitions, is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 7, Pre-Retirement Death, and Section 16, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 24, Military Service Prior to Employment and Section 27, Prior Fire Service, are both being amended to provide an increase in the period for the member to purchase credited service from 24 to 60 months. These sections are also being amended to remove language regarding the annual re-amortization of payments.
5. Section 30, Supplemental Benefit Component for Special Benefits, Florida Statutes Chapter 175 Share Accounts, is being amended to clarify and confirm that:
    a. If the member receives the balance of his share account provided for in the plan, he is no longer entitled to receive a refund of his accumulated contributions; and
    b. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Sara E. Carlson, ASA, EA, MAAA

Cc via email: Scott Christiansen, Plan Attorney

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 13, 2023

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Collective Bargaining Agreement between the City of Bradenton and the American Federation of State, County, and Municipal Employees (AFSCME)

SUGGESTED ACTION: Approve Contract between the City of Bradenton and the American Federation of State, County, and Municipal Employees, effective October 1, 2022, through September 30, 2025 (2023 reopener).

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton and the American Federation of State, County, and Municipal Employees reached a Tentative Agreement that was ratified by the union on September 6, 2023. Requesting City Council approval of Collective Bargaining Agreement effective October 1, 2022, through September 30, 2025 (2023 reopener).

FINANCIAL IMPACT:
Per agreement.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City of Bradenton Labor Attorney, Greg Hearing from Gray Robinson.

SUGGESTED MOTION:
Motion to approve the contract with AFSCME effective October 1, 2022, through

September 30, 2025, (2023 reopener).

ATTACHMENTS:
2022-2025 AFSCME Contract

Agreement between The City of Bradenton, FL. **and the American Federation of State,** County, and Municipal Employees

Effective October 1, 2022 through September 30, 2025

TABLE OF CONTENTS

AGREEMENT	
ARTICLE 1	MANAGEMENT RIGHTS
ARTICLE 2	UNION REPRESENTATION
ARTICLE 3	NON-DISCRIMINATION
ARTICLE 4	DUES DEDUCTION
ARTICLE 5	BULLETIN BOARD
ARTICLE 6	GRIEVANCE AND ARBITRATION
ARTICLE 7	WORK WEEK AND OVERTIME
ARTICLE 8	VACANCIES, PROMOTIONS AND DEMOTIONS
ARTICLE 9	TEMPORARY SERVICE IN HIGHER CLASSIFICATION
ARTICLE 10	SENIORITY AND REDUCTION-IN-FORCE
ARTICLE 11	CONTRACTING OUT
ARTICLE 12	SUBSTANCE TESTING
ARTICLE 13	PERSONNEL RECORDS
ARTICLE 14	PAY PLAN
ARTICLE 15	HEALTH AND DISABILITY INSURANCE
ARTICLE 16	EDUCATIONAL INCENTIVE
ARTICLE 17	FUNERAL LEAVE
ARTICLE 18	MILITARY LEAVE
ARTICLE 19	HOLIDAY LEAVE BENEFITS
ARTICLE 20	VACATION LEAVE
ARTICLE 21	SICK LEAVE
ARTICLE 22	WORKERS' COMPENSATION / FMLA
ARTICLE 23	JURY DUTY
ARTICLE24	UNIFORMS AND EQUIPMENT
ARTICLE 25	AFSCME BUSINESS
ARTICLE 26	DISCIPLINE
ARTICLE 27	EMERGENCY PAY
ARTICLE 28	SAVINGS CLAUSE
ARTICLE 29	DURATION

AGREEMENT

This Agreement is entered into effective October 1, 2022, between the City of Bradenton, Florida, hereinafter referred to as the "City" or "Employer," and Local 1311 of the American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred to as "the Union."

ARTICLE 1
MANAGEMENT RIGHTS

Section 1.

Except as expressly limited by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its 03 operations, whether exercised or not, including, but not limited to, its right to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations as set forth in an employee handbook or otherwise in writing; to create new job classifications; to establish and change work schedules and assignments; to transfer or promote employees; to layoff, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2.

If it is determined in the sole discretion of the City that situational emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, providing that wage rates, overtime and other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this Agreement.

ARTICLE 2
UNION REPRESENTATION

Section 1. Recognition

The City hereby recognizes the Union as the exclusive bargaining agent, as defined in Chapter 447, Part II, Florida Statutes and all rules and regulations promulgated thereto, for all employees within the bargaining unit defined by the Public Employees Relations Commission in its Certification Number 1689, dated April 17, 2009, and the Order Clarifying Certification 1689, issued February 4, 2013. Pursuant to that order, the bargaining unit includes all regularly scheduled part-time and full-time non-professional employees of the City who perform operational services duties.

It is agreed that the Union will immediately, and no later than November 1, 2018, file a Modification Petition with the Public Employees Relations Commission to remove all part- time employees, including Cart Attendants and part-time Grounds Maintenance (Groundskeeper), from its affiliation.

Section 2.

Union Representation during Collective Bargaining Negotiations

A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The Union will furnish the City with a written list of the Union's bargaining team at the first bargaining meeting, and substitution changes thereto, if necessary.

B. The Employer shall recognize Union representatives for the purpose of collective bargaining as authorized by the President of the Union.

C. The Employer will make every effort to release recognized Union officials who are City employees for participation in collective bargaining negotiation sessions as representatives of the Union.

Section 3. Union Representation during the Term of the Contract

A. The names of all Union representatives shall be given in writing to the City as well as any change in such list prior to the effective date of their assuming duties of representation.

B. The Employer shall recognize four (4) Union representatives, in addition to the President of the Union or his or her designee, for the conduct of Labor / Management relations between the Employer and the Union.

C. Recognized Union representatives who are employees of the City shall be allowed to communicate official Union business to employees prior to the employees clocking in and after the employees have clocked out, and may only communicate official union business to the employees during their normal work hours upon authorization by the employee's supervisor. City work hours shall not be used by employees or Union representatives for conducting Union meetings or the promotion of Union affairs. This provision is intended to avoid disruption to the work being performed. Nothing in this provision should be read to prohibit ordinary and casual conversation in the workplace during working hours.

D. The Employer shall provide, upon written request of the Union, for each employee in the bargaining unit represented by the Union, the employees' contact information.

ARTICLE 3
NON-DISCRIMINATION

The City and the Union agree to act in accordance with the City of Bradenton's Employee Handbook with regard to discrimination and/or harassment. No employee or prospective employee will be discriminated against based on race, color, sex, age, religion, national origin, marital status, or disability.

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of AFSCME, withdraw from membership from AFSCME, or refrain from becoming a member of AFSCME. There shall be no discrimination against any employee covered by this Agreement be reason of AFSCME membership or activity or lack of AFSCME membership or activity.

ARTICLE 4
DUES DEDUCTION

This Article will be reinstated if Senate Bill 256 is found to be unconstitutional and/or in violation of law and/or its enforcement is enjoined by a Court of competent jurisdiction.

ARTICLE 5
BULLETIN BOARD

Section 1.

The Union shall have the use of a bulletin board located in each department subject to the terms of this Agreement. Use shall be restricted to:

A. Notices of Union elections and results of elections.

B. Notices of Union meetings and minutes of same.

C. Notices of Union recreational and social affairs.

D. Notices to Union members concerning wages, hours and working conditions.

E. Notices of Union News

F. Notices that are approved, in writing, by Human Resources. Any proposed notices submitted to Human Resources electronically during normal business hours will be reviewed within two business days after their receipt by the City. All other proposed notices will be reviewed within three business days of their receipt.
All notices posted by the Union shall be signed by an officer of the Union and a duplicate copy of each notice shall be delivered or faxed to the office of the Human Resources Manager at the time the notice is posted. The City will not remove from the bulletin board any notice approved under this article within six months of the original posting of the notice, but reserves the right to remove any unapproved or noncompliant notice.

Any material found on the bulletin board not in compliance with this Section, shall be removed by an appropriate City official and given to the appropriate Union official.

Section 2.

All costs in preparing and posting of Union notices shall be borne by the Union.

ARTICLE 6
GRIEVANCE AND ARBITRATION

Section 1.

The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this grievance and arbitration procedure, but only to the extent set forth below. In the event an employee is given a directive by a supervisor which he or she believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time given, but may thereafter grieve such directive to the extent permitted by this Agreement, The employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.

Section 2.

A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall contain a short statement of the facts giving rise to the grievance, the section(s) of the Agreement alleged to have been violated, the date(s) of the alleged violation, the specific remedy sought, the date of submission and response from the Informal Step (if applicable) and shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the same information shall be included but the grievance will be signed by an officer of the Union. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section(s) so identified. Discipline shall be subject to this grievance procedure only where it involves the suspension, demotion or discharge of employees other than those in an initial new employee probationary period. Oral or written reprimands may only be grieved through Step 2. Should the grievant disagree with the Step 2 decision a rebuttal may be added to the official record. An employee on a promotional probationary period may not grieve a return to the former rank held. Moreover, where a matter regarding discipline could be appealed through multiple forums, then only one appeal shall be permitted, with the grievant electing the process to be used at the outset pursuant to Section 447.401, Florida Statutes. At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have a Union representative in attendance to assist him or her. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievants, but rather shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance as filed in a timely manner. The grievance procedure shall be administered in the following manner:

Informal Step: The aggrieved employee shall meet with the City non-bargaining unit supervisor at the lowest level capable of resolving the grievance and shall orally discuss the grievance within five (5) working days of when the Grievant knew or should have known of the event giving rise to the grievance. If the individual to whom the grievance has been presented orally lacks the authority to resolve the grievance, he or she shall refer the grievant

to the appropriate management official. The official shall make a decision and orally communicate it to the grievant within five (5) working days of presentation of the grievance. Only individual and not class grievances are subject to the Informal Step. The failure of an employee to present a grievance at the informal step shall not be a basis for denial if the grievance is timely presented at Step 1.

Step 1. The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the grievant's Department Director or designee. The filing of a grievance shall be done within ten (10) working days of when the grievant knew or should have known of the event giving rise to the grievance or receipt of the Informal Step response, as applicable. The Department Director or designee shall meet with the grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the Grievant within ten (10) working days from the date of the meeting.

Step 2. If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Department Director or designee's response, to the Human Resources Manager or designee, within ten (10) working days of the date the grievant received the Department Director or designee's response. The grievant may at the time of appeal to Step 2 request a meeting with the Human Resources Manager or his or her designee. Upon receipt of the grievance, the Human Resources Manager may request a meeting with the grievant. Within ten (10) working days of the later of his or her receipt grievance or a meeting held pursuant to Step 2, the Human Resources Manager or his or her designee shall provide his answer to the grievance.

Section 3.
If the grievant is dissatisfied with the grievance resolution issued by the Human Resources Manager, the grievance may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

A. Within twenty (20) working days from the decision of the Human Resources Manager or designee at Step 2, the Union must notify the Human Resources Manager of its intention to arbitrate. Within fifteen (15) working days of the notice of the intent to arbitrate, the Human Resources Manager and the Union shall meet for a final opportunity to resolve the grievance. If that effort is unsuccessful, the Union shall request from the Federal Mediation and conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list. Within fifteen (15) working days after receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternatively strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be borne equally by each party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with federal and state law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this

Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

B. The arbitrator shall arbitrate only the issues presented.

C. In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "just cause" exists to support the discipline. The arbitrator may not modify any discipline imposed by the City unless it is determined that the imposed discipline results in disparate treatment of City employees within the bargaining unit or is otherwise inconsistent with the discipline prescribed in the applicable disciplinary standards, policies, or procedures. If the arbitrator finds that "just cause" existed, the discipline must be sustained absent proof of disparate treatment or inconsistency, as described above, in which case the appropriate discipline will be based on past practice and/or the prescribed disciplinary standards, policies, or procedures. If the arbitrator finds that "just cause" did not exist, the discipline must be eliminated.

D. Neither the Union nor the City may present evidence or arguments to the arbitrator which were not presented in the grievance procedure leading up to the arbitration. Evidence unknown to either party during any grievance step may be used in the arbitration if evidence is first presented to the opposing party at least seven days before the set date for the hearing. The discovery and presentation of previously unknown evidence shall be cause for postponement or cancellation of the hearing by either party. If the late discovery and late presentation of such evidence results in a postponement or cancellation of the hearing, all costs associated with such postponement or cancellation shall be borne equally by the parties unless postponement or cancellation was caused by one party's failure to comply within the seven (7) day requirement; in which case, the party failing to comply shall bear the entire cost of the postponement or cancellation, In case of a postponement, within five (5) days of such postponement the parties shall confer with the arbitrator to set a new hearing date.

E. In the event the Human Resources Manager and the grievant fail to meet as provided in Section 3, Step 2, all evidence to be used in arbitration by either party shall be considered previously known evidence as provided in Section 4c.

F. Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the grievant.

G. All time limits set forth in the above Article may be extended upon mutual written agreement of the parties.

ARTICLE 7
WORK WEEK AND OVERTIME

Section 1.

The normal work week will consist of forty (40) hours. The management of each City Department shall have the exclusive and unilateral right to establish the work week and length of shift best suited to meet the needs of the Department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week. All compensation for work performed will be paid in accordance with the requirements of the Fair Labor Standards Act.

Section 2.

All authorized and approved work performed in excess of 40 hours in any payroll cycle, exclusive of meal period, shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 1/2) times the employee's regular rate of pay.

At the discretion of the Supervisor, employees may be required to accrue compensatory time off in lieu of overtime compensation for certain types of work performed. Compensatory time will accrue at a rate of time and one-half for each hour worked, up to a maximum of the following:

a) 120 hours of compensatory time, from the November, 2018 payout date (first full payroll in November, 2018) through the November, 2019 payout date.

b) 80 hours of compensatory time from the November, 2019 payout date (first full payroll in November, 2019) and forward.

An employee may use accumulated compensatory time hours at any time upon a minimum of seven days' advance notice unless the City, in its sole judgment, judges that the employee's absence would be unduly disruptive to the City's operations. Employees will use accumulated compensatory time before using vacation time.
Any employee who is denied the ability to use earned compensatory time may request to be paid for the overtime at the overtime rate in which it was accrued.
An employee's accrued compensatory time ('comp bank') balance will be paid in full when the following circumstances occur: (1) upon the employee's promotion/transfer, (2) the employee's retirement, (3) the employee's termination of employment with the City, or (4) with the first full payroll in the month of November yearly, whichever occurs first. See also Article 8, Section 2.

Section 3.

For the purpose of overtime compensation, holiday pay will not be considered as time worked when said holiday falls on the employee's regular scheduled day off, and the employee does not work that day.

Section 4.

Employees shall be required to work overtime when there is a situational emergency, as described in Article 1, Section 2, of this Agreement. In all other instances, an employee may work overtime when requested unless excused by his/her supervisor. In the event any employee is required to work approved overtime, he or she will not be required to use annual leave or be placed in "leave without pay" status during the basic work period on order to compensate or offset the overtime hours worked or to be worked. The City will not arbitrarily or capriciously adjust employee's work schedules to avoid paying any overtime. However, this shall not prohibit the Department from adjusting work schedules with reasonable advance notice (defined as fourteen calendar days) so as to avoid the need for overtime. The city will take reasonable measures to avoid the changing of scheduled days off without reasonable notice, notwithstanding emergency situations.

Section 5.

Overtime worked will be distributed equitably among employees in their particular classifications, in their work units, as far as the character of the work permits. Although temporary imbalance in the equitable distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of the City to distribute overtime fairly and equitably over an extended period of time. Overtime records will be made available to the Union upon request.

Section 6.

A. For purposes of this section, "call-back" shall refer to work at a time that is disconnected from the normal work shift and for which the employee did not receive prior notification during a regular scheduled shift. Call-back does not include recall to work to complete or correct daily work product.

B. Call-back compensation

1. The primary employee on “call-back” shall be paid ten (10) hours at straight rate of pay per week. Employees shall be paid for actual time worked, with a minimum of two hours pay, at one and one-half times their straight rate of pay. Employees shall not receive an additional call-back pay when called within the same time frame from the start of any previous call-back.

2. Employees not on “call-back”, if call-back, shall be paid for actual time worked, with a minimum of three (3) hours pay, at 1 ½ times their straight rate of pay. Employee shall not receive any additional call-back pay when called within the same time frame from the start of any previous call-back.

3. Call-back does not establish eligibility for holiday pay, except when actual hours worked exceeds six hours.

Section 7. Shift Assignments

The current practice relating to shift assignments utilized in the bargaining unit shall remain in effect.

A. Shift differential shall be paid in accordance with Article 14 of this Agreement.

B. Stand by time shall be paid in accordance with the provisions of the City of Bradenton Employee Handbook.

Section 8.

The City will make reasonable efforts to insure that employees receive a one half hour unpaid meal break.

ARTICLE 8
VACANCIES, PROMOTIONS AND DEMOTIONS

Section 1. Vacancies

For the purpose of this Agreement, "vacancy" shall be defined as an opening within a classification included in the bargaining unit for which funds have been appropriated and which the City has determined shall be filled.

Whenever a permanent vacancy occurs within the bargaining unit, or the City creates a new bargaining unit job classification that is not merely a reclassification of an existing title in which there is a qualified incumbent employee, and the City determines that such vacancy is to be filled, the City shall advertise the position for a minimum period of five (5) working days. The Human Resources Department shall post official job announcements on the internet and the City's Intranet and post paper copies of the job announcements on department bulletin boards. A copy of said posting shall be provided to the president of Local 1311. Every effort will be made to post on the same day of the week (i.e. Monday).

Employees (including those on layoff status) desiring to be considered for said vacancy shall make written letter for the position to the Human Resources Department in accordance with the job announcement.

The selection to fill positions shall be based on the most qualified candidate. A bargaining unit employee who has been selected as the most qualified candidate for the vacancy shall serve a position probation period of three (3) months. If it becomes apparent that the employee will be unable to successfully transition into the new position, the City will choose to return the employee to his or her previous position, or comparable, at any time during the promotional probationary period. The employee unable to successfully transition into the new position will receive the reason(s) why.

Section 2. Promotions

The term "promotion", as used in this provision, means the advancement of an employee to a position in a higher grade. Any upward adjustment of a position's pay grade negotiated as part of a collective bargaining agreement shall not constitute a promotion as defined herein. Promotional pay shall be effective upon filling the position and shall begin immediately at the time, without regard to the completion of the promotional probationary period for the promotion.

Upon appointment to a higher classification, an employee shall be on promotional probation for a period of three (3) months. Permanent status is automatically granted at the end of the maximum probation unless specific action (such as review with the employee and/or union) is taken to prevent it. Likewise, if it becomes apparent that the employee will be unable to successfully transition into the new position, the City will return the employee to their previous position or any comparable open position at any time during the probation period.

Any bargaining unit employee who is returned to their previous position or comparable vacant position prior to completion of the positions' promotional probationary period shall be permitted to return to their former status, salary, benefits and seniority.

Promotional consideration for classification excluded from the bargaining unit shall not be subject to the provisions of this Agreement.

Employees with accrued compensatory time when promoted will be paid out at the rate in which it was accrued. Compensatory time accruals will then reset to zero and the employee may begin to accrue compensatory time as allowed. See also Article 7, Section 2.

Section 3. Demotions

The term "demotion", as used in this provision, means reassignment (whether voluntary or involuntary) from a position in one job classification/grade to a position in a lower paying job classification/grade for which the employee is qualified. Any involuntary demotion is subject to just cause and the grievance procedure.

In any case involving demotion to avoid layoff, the employee involved shall have the right to elect which alternative they will take, the demotion or layoff.

Section 4. Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, or for any other reason, shall be permitted to exercise their employment seniority rights procedure defined in Article 10, Seniority and Reduction in Force.

Section 5. Temporary Job Openings

Temporary job openings are defined as vacancies in any job classification that may periodically develop due to unusual or emergency circumstances but are not intended by the City to be budgeted for an entire fiscal year. Job openings that recur on a regular basis, or that remain open more than ninety (90) days at a time, shall not be considered temporary.

ARTICLE 9
TEMPORARY SERVICE IN HIGHER CLASSIFICATION

Whenever a bargaining unit member is required to serve in a higher classification, he or she shall be paid at the starting rate of pay for an employee serving in the higher classification, provided he or she works at least four (4) hours in the higher classification.

ARTICLE 10
SENIORITY AND RIF

Section 1.

City seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time (except military leave per applicable law). Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted, The City seniority/anniversary date shall be used for purposes of service awards and other benefits based on length of service.

Section 2.

Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time (except military leave, per applicable law). Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

Section 3.

All new employees shall be placed on probation for the first six months of employment. All newly promoted employees shall be placed on probation for the first three months in the classification.

Section 4.

Employees shall lose their seniority as a result of the following:

A. Voluntary termination.
B. Retirement.
C. Termination for just cause.
D. Unexcused absence without authorized leave for three (3) consecutive working days.
E. Failure to return from military leave within the time limits prescribed by law.

Section 5.

A. The Human Resources Manager will notify the Union president thirty (30 days) in advance of any pending reduction in force. Probationary, provisional and temporary employees in the affected classification(s) will be laid off first. Employees then will be laid off in the inverse order of their length of time in the classification(s). In the event that two or more employees affected have the exact same amount of service in the

classification, the employee with the most pertinent skill set, to be determined at the sole discretion of the City, will be deemed the senior employee.

B. Employees who are identified for layoff will be given a written notice at least thirty (30) days prior to the date of layoff. The notice shall state the reason(s) that layoffs are occurring and the effective date.

C. Upon receiving the notice of layoff, an affected employee may request, in lieu of being laid off, a voluntary demotion or reassignment to an open, posted position within the City of Bradenton. The request shall be in writing and shall be made within seven (7) working days of receiving the notice of layoff. Such requests for demotions or reassignments may be granted by placing the affected employees in available, vacant positions. Although the decision to hire an individual will be within the sole discretion of the hiring manager, every effort will be made to place affected employees into existing vacancies for which they are qualified. In order to be considered for such demotion or reassignment, employees must meet the minimum qualifications specified for the position as reflected in the current job description.

D. In the case where an employee with ten (10) years of continuous service or more is subject to a lay off and subsequently unable to fill an existing vacancy, the employee will have the right to displace someone with less seniority under the following circumstances:

    1. The employee must have had no discipline within the last year, (written warning or higher), and no suspensions within the last three (3) years.
    2. The employee may only displace an employee who has less organizational seniority, is within his/her own division, and is in a position that he/she has previously successfully performed.
    3. The employee must meet all minimum job requirements and be able to perform all of the essential functions of the position into which he/she is requesting to be placed.
    4. The City retains the right to offer the employee different to avoid another employee from being displaced until the effective date of the impending termination.

Section 6.

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at the time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) working days of the certified receipt date, a laid-off employee must signify his or her intention of returning to work to the Human Resources Department. If no indication to return to work is received from the employee, or if the employee indicates that he or she cannot return to work at that time, he or she will be dropped from the recall lists and will be eligible for employment just like any other applicant.

A. Employees recalled from layoff shall be recalled in order of classification seniority and skill set needed.

B. Notwithstanding subsection (A), recall will be offered to laid-off employees provided they are qualified to perform the duties of the job. A laid-off employee offered recall who is temporarily unable to accept due to medical reasons may request a leave of absence not to exceed thirty (30) days.

C. When recalled to the classification from which he or she was laid off, an employee's classification seniority date shall remain the same.

Section 7.

Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished, as defined in Section 1 of this article.

ARTICLE 11
CONTRACTING OUT

The City agrees that, when an issue relating to the contracting out of bargaining unit work is placed before City Council, a copy of the agenda item shall be sent forthwith to the Union. Thereafter, the Union shall be given full opportunity to have knowledge of the decision making process(es) by which contracting-out recommendation is being studied.

ARTICLE 12
SUBSTANCE TESTING

Section 1.

It is the policy of the City of Bradenton that its employees shall not use illegal drugs or abuse alcohol or lawfully taken drugs. The possession, use or sale of illegal drugs is forbidden to all employees, regardless of whether such use, possession or sale occurs on or off duty. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

Section 2.

Any employee covered by this Agreement shall be subject to a blood, urine or intoxilizer test accomplished by certified and qualified operators and accredited testing laboratory if there is reasonable suspicion, based upon observed actions e.g. speech, breath odor, walk, on the part of the employee's immediate supervisor and the Department Director or his or her designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion.

Section 3.

The testing will be done at the City's expense. Prior to testing, the employee shall be afforded the opportunity to disclose to a designated Medical Review Officer any legal medications or substances that may impact the test results. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or discharged.

Section 4.

The failure or refusal of an employee to submit to a blood, urine or intoxilizer test when ordered to take it shall result in discharge.

Section 5.

In the event that an employee informs the City of the employee's abuse of alcohol or drugs prior to reporting for duty and prior to testing, no disciplinary action shall be taken against the employee, provided that the employee enrolls in a bona fide rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, the employee may be granted a leave of absence without pay. Failure to successfully complete the rehabilitation/treatment program shall result in discharge. This section only shall apply once to any one employee.

Section 6.

The parties agree that the City has in place a "Drug-Free Workplace" program under the Florida Workers' Compensation Act, and Federal guidelines for employees holding a Commercial Driver's License. The City unilaterally and without bargaining may update such program to conform to the changes in the law. The testing process for tests conducted pursuant to this Article shall be in accordance with this program.

ARTICLE 13
PERSONNEL RECORDS

Section 1.

The City will provide each employee a copy of any document presented or initiated by the City which is to be inserted in the employee's City personnel file upon request. The employee shall be required to sign to acknowledge receipt of the document.

Section 2.

Complimentary or derogatory letters concerning an employee received by the City will be placed in the personnel file of the employee concerned. The employee shall be notified of any letters received, and the employee shall have the right to comment on the contents of such letters, and have such comments placed in his or her file.

Section 3.

Any letter, memo, document or other written material relating to an employee's medical condition, whether past or present, shall be placed in a separate file from the employee's City personnel file. Said file shall be marked "CONFIDENTIAL," and shall be maintained in accordance with the law.

Section 4.

Copies of an employee's file shall be made available to the employee at the rate of one free copy per calendar year should the employee request his/her file. Access to the employee's file shall be granted to the employee upon request.

ARTICLE 14
PAY PLAN

Section 1.

All employees covered by this Agreement, shall receive a 3% increase effective the first full pay period of October 2022; if appropriate, adjustments to the pay-grade minimums will also be made as defined in the revised City of Bradenton Pay Plan.

For fiscal year 2023-2024, all employees covered by this Agreement shall receive a 15% increase effective the first full pay period of October 2023; if appropriate, adjustments to the pay-grade minimums will also be made as defined in the revised City of Bradenton Pay Plan.

For fiscal year 2024-2025, by April 1, 2024, either party shall give written notice of its request to bargain a wage adjustment for the bargaining unit employees for the 2024-2025 fiscal year. A written proposal shall be provided by the requesting party by April 30, 2024. This is a one-time economic reopener of only Article 14, Section 1, for the 2024-2025 fiscal year. No other articles shall be reopened without the mutual agreement of the parties.

Section 2.

Employees working a regularly scheduled shift between the hours of 4 P.M, and 11 P.M. shall receive $.40 per hour shift differential for the hours worked that fall between the hours of 4 P.M. and 11 P.M.

Employees working a regularly scheduled shift between the hours of 11 P.M. and 7 A.M. shall receive $.65 per hour shift differential for the hours worked that fall between the hours of 11 P.M. and 7 A.M.

Section 3.

Longevity pay will be provided by the City in accordance with the provision of the City of Bradenton Employee Handbook.

Section 4.

Stand-by time shall be paid in accordance with the provisions of the City of Bradenton Employee Handbook.

ARTICLE 15
HEALTH AND DISABILITY INSURANCE

Members of the bargaining unit shall be enrolled in the City's insurance programs and shall be subject to the terms and conditions therein. The Union will appoint a representative to serve on the City Benefits Committee and the representative will serve on the Committee without loss of pay. If the Union disagrees with any of the insurance options to be presented to the City Council for consideration, the Union may make a presentation to Council before a decision is made regarding benefits, it being understood that ultimately employees covered by the Agreement shall be subject to same insurance benefits on the same terms as are enjoyed by other City employees generally.

ARTICLE 16
EDUCATIONAL REIMBURSEMENT

Section 1.

Upon advanced approval, the City shall reimburse registration and tuition expenses for fulltime employees enrolled in job-related training, classes, or a degree program. Reimbursement will be approved, processed, and effectuated in the manner prescribed in Section 9.12 of the City of Bradenton Employee Handbook, which may be amended from time to time by the City.

Section 2.

Any employee receiving permission to attend a specialized training class or seminar paid for by the city must maintain employment with the City for at least one (1) year after the date of completion of the training class or seminar. If an employee chooses to leave his or her employment with the City prior to the one-year anniversary of the completion of the training class or seminar, the employee shall reimburse the City for the cost of the training class or seminar.

ARTICLE 17
FUNERAL LEAVE

Section 1.

All full time employees may be granted, upon approval of the pertinent Department Director, time off with pay in the event of death in his or her immediate family. A maximum of three (3) shifts shall be granted for the bereavement of such family member in the State of Florida, and a maximum of forty (40) hours shall be granted for the bereavement of such family member outside the state.

Section 2.

The employee's immediate family shall be defined to include the spouse, parents, grandparents, brothers, sisters, children, grandchildren, and step family of both the employee and the employee's spouse.

Section 3.

Funeral leave shall not be charged to vacation or sick leave.

Section 4.

Should an employee require additional time other than provided in Section 1 of this Article, he or she may request additional time from the pertinent Department Director. Additional time may be approved in the sole discretion of the Department Director. If the Department Director approves additional time, it will be charged to vacation leave or compensatory time, if sufficient hours have been accrued.

Section 5.

The employee shall provide the Department Director with proof of death before compensation is approved if requested.

ARTICLE 18
MILITARY LEAVE

Section 1.

Employees covered by this Agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they shall be ordered to military service or field training in an active or inactive duty status for a period not to exceed thirty (30) working days in any one fiscal year.

Section 2.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty as permitted and to the extent required by law. Such order or statement must accompany the formal request for military leave.

Section 3.

Employees who are members of the United States military or Florida State National Guard shall be excused from work to attend inactive duty training as required.

Section 4.

Employees called into active military service shall have all reinstatement rights guaranteed by state and/or federal law so long as any requirements stated therein are met. Disputes regarding such rights shall be resolved by the procedures established at law and not by arbitration under this Agreement.

ARTICLE 19
HOLIDAY LEAVE BENEFITS

Section 1.

The following holidays shall be observed as official paid holidays for all members of the bargaining unit, except those on leave of absences without pay, those on suspension, and those receiving workers' compensation benefits:

New Year's Day January 1
Martin Luther King's Birthday When observed
President's Day When observed
Memorial Day When Observed
Independence Day July 4
Labor Day When observed
Veteran's Day When observed
Thanksgiving Day When observed
Day following Thanksgiving When observed
Christmas Holidays when observed (2 days total)
Employee's Birthday subject to Section 6 of this article
Personal Day as awarded annually to all members on October 1

Section 2.

An employee must be on active pay status or work his or her normal schedule of hours on the regularly scheduled working day immediately prior to the holiday and the regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 3.

Employees who are given holiday work assignments and then fail to report for and perform such work for any reason, except for verified illness or emergencies, shall not receive pay for the holiday.

Section 4.

Employees who are required to work on a holiday's designated date, or on the actual day of a national holiday, will be compensated at one-and-one-half times their regular rate of pay. Holiday pay, when an employee works the holiday, shall equal the amount of time of his or her regularly scheduled shift length.

Section 5.

Employees shall receive eight (8) hours of pay or ten (10) hours of pay, depending on the employee's shift, for all official paid holidays as described in Section 1 on which an employee does not work.

Section 6.

An employee, at his/her option, may request authorization from their respective Department Director or designee to "bank" his/her birthday and holidays during the fiscal year. Such request shall be in writing. If the Department Director or designee grants the request, said holidays must be taken within the pay period of the holiday or the employees' birthday.

ARTICLE 20
VACATION LEAVE

Section 1.

Vacation or annual leave is used for time off for personal matters.

Section 2.

Employees shall be eligible for annual leave after six months of service. Such employee may use annual leave with the prior approval of the pertinent Department Director. Vacation time and time off for personal matters must be approved in advance of the time that the employee intends to take off.

Section 3.

Vacation or annual leave is accumulated at eight (8) hours for each month's service (ninety- six hours per year). Employees will have their annual leave accounts credited with an additional eight (8) hours for each five years of uninterrupted service. Service credit must be completed by and the employee actively employed on December 31 for this purpose.

Section 4.

No more than two hundred forty (240) hours of vacation leave may be carried forward from one calendar year to the next. Any accumulation over the maximum of 240 hours will not be carried over to the next calendar year. If the City Council approves an increase in the amount of carryover permitted for non-Union employees generally, that same increase shall be afforded the bargaining unit on the same terms as granted to the non-Union employees generally without the need for further bargaining.

Section 5.

Every effort shall be made by the city to see that every employee with sufficient accumulated leave is afforded the opportunity to take at least eighty (80) hours of annual vacation every year, if properly requested. Annual leave shall not be restricted to eighty (80) hours continuous use at a time. Employees requesting time off in excess of eighty (80) continuous hours shall have their request approved by their Supervisor and their Department Director in order to ensure there is no operational impact as a result of the absence. See also Section 9.

Section 6.

When an employee, other than a probationary employee, separates from the City for any reason, he or she shall be paid in a lump sum for all unused annual leave up to, and not exceeding, 240 hours.

Section 7.

Annual leave shall not be earned by an employee during a leave of absence without pay, a suspension, or when the employee is otherwise in a non-paid status. If an employee is absent due to a job related illness or injury covered by workers' compensation, the employee shall not accrue annual leave while absent from work. However, upon return to work or in the event the employee separates employment due to the workers compensation illness or injury, the employee will be credited with the annual leave he or she would have accrued while absent for the workers' compensation illness or injury, not to exceed the, maximum accrual set forth in Section 4 above.

Section 8.

At appropriate times during the calendar year, the City's Department Directors or their designees will consult with eligible employees regarding planned vacation periods and will establish work and vacation schedules, providing schedule preference to employees according to individual employee seniority of service; however, primary consideration will be given to the continued functions of the pertinent Department.

Section 9.

Employees shall request vacation in writing at least seven days prior to the requested time off, and the Department Director or his or her designee shall approve or deny the request. Requests exceeding eighty (80) hours continuous use at a time will require a minimum of thirty (30) days notice. See also Section 5.

ARTICLE 21
SICK LEAVE

Section 1.

All full-time employees shall be entitled to ninety-six (96) hours of sick leave a year accrued on a payroll period basis. Accrual will be based on active pay status. Employees shall be eligible for sick leave after six (6) months of service. Sick leave must be earned before it is authorized.

Section 2.

An employee incapacitated and unable to work shall notify his/her supervisor at least one (1) hour before his/her scheduled reporting time, stating the nature of his/her illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless otherwise approved by the City's Human Resources Manager. Where the employee has a doctor's slip covering a specific period of time, the employee shall update the City on a weekly basis as to the employee's status and intent to return. If the absence is designated as FMLA, the employee shall only be required to give such updates as provided or permitted by law.

Section 3.

If, and whenever, sick leave may appear to be abused, or when an employee consistently uses his or her sick leave as it is earned, the employee claiming/requesting such sick leave will be required to furnish competent proof of the necessity. Before an employee will be required to provide such proof of the necessity, he or she must have at least one prior counseling or write up in his or her personnel file with respect to absenteeism. After three (3) consecutive shifts of sick leave, the employee's supervisor may also require medical certification from the employee to verify leave already taken and before authorizing additional leave. This Section is not intended to limit management's right to impose discipline for abuse of sick leave.

Section 4.

Sick leave under this Article shall be charged as used in increments of one-half (1/2) hour.

Section 5.

Employees using sick leave are expected to be found at their respective homes, physician's office, hospital or other approved place of recuperation, or in route to one or the other of these locations. An employee may go elsewhere provided he or she notifies and receives permission from the on-duty supervisor where he or she will be and as long as his or her travel to another place is illness related.

Section 6.

Sick leave will be granted upon approval by the city for reasons of the employee's health which shall include medical treatment, counseling when approved, dental treatment, or optical treatment which is necessary during working hours. An employee who is unable to perform his or her duties because of illness of a spouse or dependent living in the employee's home may use sick leave from

his or her accrued sick leave account. Sick leave for dependents will be granted when the employee's presence is required in the care of the above mentioned dependents. An employee also is entitled to all of the rights afforded by the Family and Medical Leave Act in the case of a serious health condition, whether of the employee or of a family member covered by the FMLA.

Section 7.

Each employee who has worked longer than one (1) calendar year, may, at his/her option, elect to: (1) transfer each year 25% of their unused sick leave accrued during the calendar year to annual vacation leave; (2) be paid 25% of their unused sick leave accrued during the calendar year; or (3) may elect to accrue such sick leave in their sick leave balance. An employee may only select one of the three options. In other words, an employee may not elect to transfer 25% of their unused sick leave to annual vacation leave and seek payment for 25% of their unused sick leave. In addition, the 25% is determined based on the unused sick leave accrued in that calendar year, not 25% of their sick leave balance. The transfer or payment of said 25% will be the first biweekly pay period in January.

Section 8.

An employee who fails to comply with the requirements/procedures contained in this Article shall not be eligible to use sick leave credits, and any absence from work will be considered unauthorized.

ARTICLE 22
WORKERS' COMPENSATION *I* FMLA

Section 1.

All employees covered by the Florida Workers' Compensation Act, hereinafter called the Act, and shall be entitled to all benefits awarded under said Act.

Section 2.

When an employee suffers an injury in the line of duty, regardless of whether he or she is working a regularly assigned shift, he or she shall be covered by the Act, and said injuries shall be reported immediately to the employee's supervisor, the City's Human Resources Department, or the City's Risk/Safety Manager.

Section 3.

Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act: In addition to the leave provided in this Agreement, the city shall comply with the Family and Medical Leave Act of 1993 and the Americans with Disabilities Act of 1990.

Section 4.

If an employee is absent due to a job-related illness or an injury covered by workers' compensation, the employee shall not accrue annual leave or sick leave while absent from work. However, upon return to work or in the event the employee separates employment due to the workers' compensation illness or injury, the employee will be credited with the annual leave he or she would have accrued while absent for the workers' compensation illness or injury, not to exceed the maximum accrual set forth in Article 13, Section 4. The City of Bradenton reserves the right to count qualifying worker's compensation leave as FMLA time such that if an employee is out on worker's compensation leave such leave will run concurrently with the employee's annual FMLA leave.

ARTICLE 23
JURY DUTY

Section 1.

In the event an employee is subpoenaed or summoned for jury duty in federal court or state court, he or she shall be paid the difference between jury pay and his or her regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the court.

Section 2.

If any employee is called for federal jury duty or state jury duty he or she shall immediately notify his or her immediate supervisor so that arrangements may be made for his or her absence from work.

Section 3.

The employee shall provide his or her supervisor with proof of jury duty service before compensation is approved.

ARTICLE 24
UNIFORMS AND EQUIPMENT

Section 1. Uniforms, Equipment, and Tools

The City requires that certain personnel wear uniforms on the job. Where the City makes such a determination, then it shall provide the uniforms, Should the Union have any suggestions regarding the uniforms they shall meet with the Department Director to discuss such suggestions. The cost of maintaining said uniforms shall be paid by the City.

Section 2. Replacement

The City shall replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear, or (2) damage, if through no fault of the employee while in the line of duty. The decision to replace uniforms shall be within the sole discretion of the Department Director or designee.

Employees are responsible for any lost or damaged items, other than normal wear and tear. Employees will be required to tum in all issued uniforms when they terminate employment or at any time inventory is taken during their employment. Items that are lost, missing, or damaged due to an employee's negligence shall be paid for by the employee.

Section 3. Protective Clothing

The following and any other safety-related items may be issued to the employee on an as needed basis, as determined by the Department Director: safety shoes, safety glasses, hard hats, safety gloves, safety vests, safety goggles, bump caps, face shields, knee and shin guards, rain gear and rubber boots. Any item so issued shall be worn as directed by the Department Director or his/her designee.

Section 4. Tools

Other than as required by their job description or as a condition of employment, employees will not be required to use personal tools or equipment in the performance of City duties.

ARTICLE 25
AFSCME BUSINESS

Section 1. Activities

AFSCME representatives have the right to request approval from their Department Director or his designee to leave their work posts work stations for the purpose of representing AFSCME in contract negotiations or grievances, or in order to provide required representation for a discipline matter.

Section 2. Visitation

The City shall permit an authorized representative of AFSCME to have reasonable access to meet with employees for the purpose of resolving grievances, provided that such visits do not disrupt routine operations. Any authorized representative of AFSCME desiring to have access to the department shall first meet with and obtain permission from the Human Resources Manager, or his/her designee, before going into any working area. AFSCME representative(s) will explain the purpose of the visit and will not in any way interfere with the work of employees or the operations of the department.

Section 3. Copies of Agreement

The City shall furnish a copy of this Agreement to the Union President and post it on the City website.

Section 4. Safety Committee

The City agrees to allow the Union to have 2 representatives on the City's Safety Committee. If the Committee meetings are held during working hours, AFSCME committee members will be granted leave with pay to attend.

Section 5. Policies and Rules

In the spirit of continued harmonious relations between AFSCME and the City, the City agrees to provide a thirty (30) day notice to AFSCME of any change in City policies or rules which would affect members of the bargaining unit.

Section 6. Training

The City agrees to provide training to both Supervisors and bargaining unit employees on union related Employee Relations including, but not limited to, disciplinary action, grievances, employee/employer rights and responsibilities, etc.

Section 7. New Members Packets

The City agrees that the Union will provide informational packets to the new employees.

ARTICLE 26
DISCIPLINE

The Union and the City of Bradenton agree that management has the duty of maintaining good and just discipline since it is responsible for the efficient operation of the City. The City's Personnel Rules and Regulations Section 7 - Code of Conduct and Disciplinary Measures are established and expected to be followed.

Discipline of employees shall be timely and as Section 7 stresses, the approach of progressive discipline when appropriate shall be utilized.

Should there be any dispute between the City and the Union concerning the existence of just cause for discipline or the timeliness of the discipline, such dispute shall be adjusted through the grievance procedure in accordance with the terms of this Agreement. Employees who are in their new employee probationary period may be discharged with or without just cause and do not have access to the grievance procedure to dispute said discharge.

ARTICLE 27
EMERGENCY WORK

When an emergency is declared by the Mayor or his/her designee, essential and non-essential employees who are told not to report to work will be compensated for normal scheduled hours not worked at their rate of pay. Essential employees who are required to work on such emergency day(s) will receive time and a half their regular pay for all hours worked during the declared emergency up to a maximum of twenty one (21) calendar days for each such declared emergency.

A declared emergency is the time period when the Mayor officially closes normal City operations until the time the City reopens and employees are directed to return to work.

Any employee who had previously requested and is on PTO on the Mayor's declared emergency day(s) is exempt from being called in, and will still be charged PTO and receive his/her regular pay. If an employee is recuperating from an extended illness and was not reporting to work on the declared emergency day(s), he/she will still be charged PTO/sick leave, if available.

Employees who had pre-approved PTO, regardless of the number of hours, will still be charged PTO for said hours.

If an employee does not work on declared emergency day(s), he/she must still work in excess of their normal schedules hours each day in order to be eligible for time and one-half their regular rate of pay.

If the employee has normal day(s) off during the emergency declared day(s), the employee will not receive any compensation.

Prior, during and following an anticipated or declared emergency, the City will follow the guidelines published in the City's emergency management plan.

ARTICLE 28
SAVINGS CLAUSE

Section 1.

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.

In the event of invalidation of any article or section, both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular article or section invalidated.

ARTICLE 29
DURATION

This Agreement shall be effective as of October 1, 2022, and shall remain in full force and effect until its expiration date, September 30, 2025; however, if the Union is no longer recognized or certified by PERC as the exclusive bargaining agent for the bargaining unit, this agreement will cease immediately upon entry of the order by PERC.

CITY OF BRADENTON, FLORIDA	AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
_____	_____
MAYOR	PRESIDENT OF AFSCME LOCAL 1311
DATED: _____	DATED:_____
_____	_____
ROB PERRY CITY ADMINISTRATOR	HECTOR RAMOS FIELD COORDINATOR, AFSCME COUNCIL 79, REGION 2
DATED: _____	DATED:_____