Instructions for Public Comment

If you would like to speak before the Canaveral Port Authority's ("CPA") Board of Commissioners, please complete a Public Comment Request Card. Public Comment Request Cards are located near the Commission Room's entry doors or are available upon request. Please return the completed card to the recording secretary who is located near the dais. Public comment unrelated to the Consent Agenda may be addressed during general Public Comment. All persons providing public comment are allotted three minutes to speak. In addition to the conduct requirements set forth by CPA Policy No. POL-2016-001-EXE-3, "Public Participation and Conduct at Board Meetings", please be aware of the following:

1. Prior to approaching the podium, please ensure to silence or turn off your cell phone and remove any hats or sunglasses.
2. When your name is called by the Commission Chairman, proceed to the podium and state your name, business affiliation, and city of residency.
3. All statements are to be directed to the Commission Chairman. You may not address or question Board members or CPA employees unless permitted to do so by the Chairman.
4. No action will be taken on requests during Public Comments unless determined by the Commission Chairman to be an emergency matter. Any other requests for Board action may be placed on the agenda for a subsequent meeting.

CANAVERAL PORT AUTHORITY
BOARD OF COMMISSIONERS
September 20, 2023
Commission Room
Port Canaveral, Florida 32920
AGENDA

This meeting is open to the public.

9:00 AM
Call to Order and Pledge of Allegiance

Approval of Agenda

Approval of Minutes

Approval of minutes for the August 23, 2023 meeting.
Minutes 08232023.pdf

Personal Appearances and Presentations

9:15 AM TIME CERTAIN: Proposed FY 2024 Operating Budget and Capital Budget, Resolution RES-2023-005-EXE-3, Tariff, and FTZ Modifications. (Michael Poole/ Pat Poston)

A. Public Comment

B. Final Presentation and consideration of approving the FY24 Operating Budget, Capital Budget, RES-2023-005-EXE-3, Tariff and FTZ Modifications.

FIN_FY24 Operating Budget Narrative.pdf
FIN_FY2024 BUDGET SEPT Commission meeting.pdf
FIN_FY24 Cash flow and capital budget including narrative_09202023.pdf
RESOLUTION_FIN_RES-2023-005-EXE-3_09202023pdf.pdf
FIN_CPA Tariff 16-FY24__redline_draft_20230920.pdf

FIN_CPA FTZ-136 FY24 Zone Schedule_redline_draft_09202023.pdf

Reports

CEO Report

Consideration of Accepting the Financial Memo for August 2023 (Michael Poole).
REPORTS_FIN_MEMO STATEMENT AUGUST_09202023.pdf

Consideration of Approving the List of Disposals, Legal Bills and Commissioner Minor Expenses for August 2023. (Pat Poston)

REPORTS_FIN_DISPOSALS_09202023.pdf
REPORTS_FIN_LEGAL BILLS_09202023 Public-PP2.pdf

Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for August 2023 (Pat Poston).

REPORTS_FIN_STATISTICAL_09202023.pdf
REPORTS_FIN_AGING 09.20.23-PP2.pdf
REPORTS_FIN_LIST OF BILLS_09202023-PP.pdf

CAPTIAL PROJECT UPDATE - September 2023
September 2023 Capital Project Update.pdf

Public Comment on Consent Agenda

Consent Agenda

1.Engineering, Construction, and Facilities

1.A. Consideration of approving a purchase order, and for staff to execute a piggyback agreement, to Safeware, Inc., for the upgrades to the Port Canaveral Fire Trainer Gas Controls System, pending approval of the FY24 Budget, with a not-to-exceed value of $151,685.39. (Dave Sargent/Bill Crowe)
1A Cover Page.pdf
Safeware_Agreement to Piggyback Contract (CFR) [partially executed].pdf
Ex A_Safeware (Contract to be Piggybacked) 20220809.pdf
Ex B_Safeware_Proposal.pdf

1.B. Consideration of approving Change Order #1 to RUSH Marine, LLC, for the NCB5 Fender Procurement and Installation. Decrease PO P129362 by ($10,000.00) for unused contingency funds. (Patrick Hammond/Bill Crowe)
22-015 NCB5 Fender CO#1 Closeout.pdf

1.C. Consideration of authorizing staff to execute an amendment to the Keep Brevard Beautiful (KBB) continuing services contract PUR-RFP-20-1 to increase the frequency of litter and debris removal along S.R. 528 and authorize staff to issue a purchase order to KBB for their FY24 Services with a not-to-exceed amount of $108,000, subject to the second extension of the agreement term and final approval of the FY2024 budget. (Bob Musser/Bill Crowe)

1C Cover Page.pdf

KBB--Signed Amended Port Contract.pdf

1.D. Consideration of authorizing Staff to negotiation a cost proposal for the new cruise terminal berth Engineering Design, Permitting, Bidding, and Construction Administration Services project with Jacobs Engineering Group, Inc. It is anticipated that the cost proposal will be presented to the Board on the October commission meeting for approval once negotiation is complete. (Patrick Hammond/Bill Crowe)

1D Cover Pagae.pdf

PUR-RFP-23-6 Selection Committee Evaluation & Ranking Sheet.pdf

PUR-RFQ-23-6 Evaluation Scoring-Pub Rel.pdf

PUR-RFQ-23-6 Solicitation Summary.pdf

1.E. Consideration of approving a purchase order for Jacobs Engineering Group, Inc., for FY24 General Engineering Services, pursuant to their continuing contract PUR-RFQ-19-2, subject to approval of the FY24 budget with a not- to-exceed amount of $200,000. (Tom Foxhoven/Bill Crowe)

1E Cover Page.pdf

Gen Eng FY 2024 Proposal v3 8-31-23 Jacobs Executed.pdf

1.F. Consideration of approving a purchase order to RUSH Marine, LLC, pursuant to their continuing contract PUR-RFQ-23-2, for the installation of the Mobile Harbor Crane (MHC) and Passenger Boarding Bridge (PBB) tie-downs, with a not to exceed amount of $1,684,707.00. (Tom Foxhoven/Bill Crowe)

1F Cover Page.pdf

MHC and PBB Tie Downs--RUSH Marine 09-5-2023.pdf

PBB-MHC Exhibit.pdf

1.G. Request for approval of piggybacking Sourcewell contract #092222-CAT dated December 6, 2022, for "Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services" with Caterpillar Inc., contract, subject to review and approval of contract documentation by General Counsel and to authorize staff to issue a purchase order to Ring Power of Orlando for a maintenance and repair service agreement on generators throughout the Port in the amount of $72,576.76 per fiscal year. (Ken Lum/AJ Jendroch/Bill Crowe)

1G Cover Page.pdf

Caterpillar_Underlying Contract to be Piggybacked (Sourcewell) 20221206.pdf

Ring Power Quote Highlighted Generators.pdf

Caterpillar 092222-CAT Pricing.pdf

1.H. Staff requests approval to ratify the issuance of two (2) (FPL) purchase orders to

Florida Power and Light, for utility work associated with the NCB4 project; purchase orders P-130637 for $68,989.28 and P-130983 for $76,613.52. (Bill Crowe)

1H Cover Page.pdf

P130637 Design Drawing with MOT.pdf

P130983 Design Drawing.pdf

1.I. Consideration of authorizing staff to execute a piggyback agreement to the contract between School Board of Brevard County, Florida and Southeast Services of CFL, Inc., ITB# 20-760-B-SH, dated July 22, 2020, for HVAC Services and Repair, effective October 1, 2023, and to further authorize staff to issue purchase orders to Southeast Services of CFL, Inc during the contracted period that cumulatively will not exceed each fiscal year approved budget for HVAC service and repairs. (AJ Jendroch/Bill Crowe)

1I Cover Page.pdf

Southeast Services_Agreement to Piggyback (HVAC) [unexecuted].pdf

1.J. Consideration of approving Change Order #1 to Orion Marine Construction, Inc., for the NCB4 Rehabilitation and Modernization project. Decrease PO P130655 by ($272,759.00) for the builder's risk insurance policy premium purchase by CPA. (Veronica Narvaez-Lugo/Bill Crowe)

21-011C NCB4 CO#1-partially executed.pdf

1.K. Consideration of approving purchase orders to Trane for seven (7) Trane rooftop units, controls and installation for a total of $660,781 and a purchase order to Insight Partners for the (1) AAON unit in the amount of $389,019. Total amount Not To Exceed $1,049,800 which includes extended warranties and a $50,000 contingency for Trane. This is pursuant to the agreement to piggyback contract HVAC Services dated 10/26/22, between CPA and Trane U.S., Inc. (AJ Jendroch/Bill Crowe)

1K Cover Page.pdf

Trane CT1 RTUs Proposal H3-130199-23-004.pdf

Trane Turnkey Proposal CT1 Upper North Roof RTU Replacements.pdf

Quote for AAON unit.pdf

1.L. Consideration of approving the Selection Committee's recommendation of Brevard Achievement Center Enterprises LLC for PUR-RFP-23-6 Professional Custodial Services and authorize staff to execute a contract and issue a purchase order not to exceed $3,095,110.45 for fiscal year 2024. Contract term is for three years with (2) optional 1-year renewals. (Robbie Pooley / AJ Jendroch / Bill Crowe)

1L Cover Page.pdf

Backup_1 PUR-RFP-23-6 Selection Committee Evaluation Ranking Selections_Final Ranking.pdf

Backup_2 PUR-RFP-23-6 Proposal Scoring Summary-All Locations.pdf

Backup_3 PUR-RFP-23-6 Proposal Scoring Detail-All Locations.pdf

Backup_4 PUR-RFP-23-6 Post-Interview Scoring Summary-All Locations.pdf

Backup_5 PUR-RFP-23-6 Post-Interview Scoring Details-All Locations.pdf

Backup_6 PUR-RFP-23-6 Pricing Summary.pdf
Backup_7 PUR-RFP-23-6 Solicitation Summary.pdf

1.M. Consideration of approving Change Order #1 to RUSH Marine, LLC, for the NCB3 Rehabilitation and Modernization project. Decrease PO P128290 by ($20,957,170.05) for owner direct purchases and deduct ($1,454,224.58) for unused contingency funds. (Patrick Hammond/Bill Crowe)
1M Cover Page.pdf
20-008 NCB3 CO#1.pdf

2.Human Resources

2.A. Consideration of approving the Guest Service Relations ("GSR") Wage Reopener ratification to Articles 26 and 32 of the Collective Bargaining Agreement ("CBA") between the Canaveral Port Authority and Transport Workers Union of America, Local 525, AFL-CIO ("Union")
2A Cover Page.pdf
Memorandum of Understanding.pdf

3.Public Safety

3.A. Consideration of approving an amendment to Amended and Restated Agreement for Services between the Canaveral Port Authority and Cape Canaveral Volunteer Fire Department for fire protection, training, and fire boat operation to reflect FY2024 budget in the amount of $2,687,130.00 and lifeguard services to reflect FY2024 budget in the amount of $170,749. (Peter Bergeron/Chief Dave Sargeant)
3A Cover Page.pdf
Public Safety_Backup Fire Protection and Lifeguard Services FY24 Agreement.pdf

3.B. Consideration of approving an amendment to Amended and Restated Agreement for services between the Canaveral Port Authority and Port Canaveral Marine Firefighting Training Academy, Inc. for marine firefighting training for the FY2024 budget in the amount of $125,000. (Peter Bergeron/Chief Dave Sargeant)
3B Cover Page.pdf
Public Safety_Backup Marine Firefighting Training Academy Agreement FY24.pdf

3.C. Consideration of approving Addendum to the Interlocal Agreement for Seaport Security and Law Enforcement Services in the amount of Eight Million, Two Hundred Ninety-Two Thousand, Nine Hundred Thirty-Six and 00/100 Dollars ($8,292,936.00). The Addendum is a one-year agreement beginning October 1, 2023, and expiring on September 30, 2024. (Peter Bergeron/Cmdr. Byron Keck)
3C Cover Page.pdf

3.D. Consideration of approving the Interlocal Agreement for BCSO for detail Deputy Sheriffs and Maritime Security Officers to provide supplemental (as required) law enforcement security, traffic control to cruise and other Port operations. (Peter Bergeron / Cmdr. Byron Keck)
3D Cover Page.pdf

3.E. Consideration of authorizing staff to execute a piggyback agreement to the contract between Brevard County, Florida and American Guard Services, dated January 11, 2023, for security guard services effective October 1, 2023, and to further authorize staff to issue fiscal year purchase orders during the contracted period that may exceed $100,000. (Peter Bergeron)
3E Cover Page.pdf
Agreement to Piggyback_American Guard Services [partially executed].pdf

4.Real Estate

4.A. Consideration of approving a Land Lease Agreement with Skyway Towers, LLC ("Tenant") for the lease of approximately 3,850 square feet of vacant land, together with non-exclusive easements, located north of State Road 401 near the intersection of Grouper Road, for an initial period of ten (10) years, with seven (7) renewal options for five (5) years each. This document has been reviewed and approved by General Counsel. (Mark Milisits)
4A Cover Page.pdf
Land Lease Agreement - Skyway Towers.pdf

4.B. Consideration of approving a Fourth Amendment to the Commercial Lease Agreement with Ambassador Services International, LLC ("Tenant") extending the term of the lease for a period of twelve (12) months for a portion of the warehouse building located at 8985 Columbia Drive ("Premises"). This document has been reviewed and approved by General Counsel. (Mark Milisits)
4B Cover Page.pdf
Fourth Amendment - ASI Columbia.pdf

Public Comment

Commissioner Reports

Adjourn to next meeting scheduled Wednesday, October 25, 2023, at 9:00 am.

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Requested Action:	Approval of minutes for the August 23, 2023 meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

Minutes 08232023.pdf

Minutes August 23, 2023, Commission Meeting

MINUTES OF A REGULAR COMMISSION MEETING OF THE CANAVERAL PORT AUTHORITY HELD IN THE COMMISSIONERS' MEETING ROOM OF THE CANAVERAL PORT AUTHORITY OFFICE, 445 CHALLENGER ROAD, PORT CANAVERAL, FLORIDA ON AUGUST 23, 2023.

The meeting was called to order by Chairman Kevin Markey at 9:00 a.m. and Commissioner Justice led the Pledge of Allegiance.

Those present were Chairman Kevin Markey and Commissioners Jerry Allender, Fritz VanVolkenburgh, Wayne Justice, Micah Loyd, and Attorney Harold Bistline. Also present were CEO Captain John Murray, CFO Michael Poole, Vice President Engineering and Construction Bill Crowe and Special Assistant/Liaison Melanie Bradford.

The Ambassadors present were Mike Gautreaux, Dennis Hepburn, Robi Roberts, and Sean Conway. Ambassador Emeritus Jim Handley and Mac Mclouth were present.

APPROVAL OF AGENDA:

Commissioner Allender motioned to approve the agenda and Commissioner Justice seconded the motion. The motion passed 5/0.

APPROVAL OF MINUTES:

Commissioner Loyd moved approval of the minutes from the July 28, 2023, regular Commission meeting. The motion was seconded by Commissioner Allender and passed 5/0.

REPORTS:

1. CEO Report (John Murray)

Cruise Update:

- FY 2023 By the Numbers (October - July)
  - 776 ship calls
  - 5.8M multi-day passengers
- Carnival Freedom departs for drydock on September 21
  - Returns on November 6
- Marella Discovery final sailing on November 6
- Celebrity announces first ever homeport from Port Canaveral beginning December 2024
  - Celebrity Equinox offering 7-day itineraries
- Recap of upcoming ship changes
  - Allure of the Seas arrives October 2023
  - Adventure of the Seas arrives November 2023
  - Carnival Vista arrives November 2023
  - MSC Seashore arrives November 2023
  - Norwegian Epic arrives December 2023
  - Norwegian Jade arrives April 2024
  - Utopia of the Seas arrives July 2024
  - Caribbean Princess arrives November 2024
  - Celebrity Equinox arrives December 2024
  - Carnival Venezia arrives December 2024

Cargo Update:

- FY 2023 By the Numbers (October – July)
  - 406 ship calls
  - Cargo revenue – $16.9M
  - Cargo tonnage – 5.8M tons
- Cargo berths requiring repairs and dredging
  - Increase in cargo vessel calls and tonnage
  - Draft restrictions creating limitations
- Briefing and tour for Ace Relocation Systems, Expat Relocation Services, FBI and US Customs and Border Protection
  - Company handles movement of home goods for FBI personnel relocation
- Exhibiting at Breakbulk Americas in Houston, TX – September 26 – 28

- Come see us at Booth G53!

Communications Update:

- Media Collaboration
  - Wall Street Journal/Royal Caribbean International
    - "How the World's Biggest Cruise Ship is Docked" video of Wonder of the Seas
    - Highlighting Port Canaveral and role of Canaveral Pilots
- Celebrity Cruise Lines
  - Joint press release
  - Celebrity Cruises to homeport at Port Canaveral December 2024
  - Local, national and international coverage
  - Over 43 Million reached
- Editorial Port Visits
  - Orlando Business Journal
    - Introductory meeting with newly appointed Publisher, Editor-in-Chief and Business Writer
    - Port briefing and tour
  - Florida Trend Magazine
    - Visit with Publisher, Executive Editor and Managing Editor
  - Florida Public Relations Association - Space Coast Chapter
    - Hosting board members on August 25

Government Relations Update:

-Federal Update:

- NOAA Right Whale Proposed Rule
  - House and Senate Appropriations bills include language prohibiting rule changes until technologies are developed, deployed to monitor whales in Atlantic and Gulf waters
- Hosted Port briefings and tours
  - US DOD Military Attaches – July 17
  - US Congressman Darren Soto and staff – August 15
    - Topics included infrastructure needs for cruise, cargo and commercial space operations support
- Met with CBP Executive Director Donald Stakes and HQ program directors/managers at Florida Ports Council – August 2
  - Topics included Port partnership and collaboration for current and future programs and projects
  - Aligns with language included in US Senate Homeland Security FY'24 Appropriations bill
- Operational briefing for US Coast Guard – August 16
  - COTP JAX Capt. Janet Espino-Young and staff; Port Canaveral MSU CDR Sarah Brennan and staff
  - Provided briefing on Port's cruise operations, cruise vessel changes and sailings update

-State Update:

- Hosted Port briefings and tours
  - FL Department of Environmental Protection – July 10
    - FDEP Secretary Shawn Hamilton and FDEP Central District Director Aaron Watkins and staff
  - FDOT Work Program Administration statewide staff (60 people) – August 2
- Attended FSTED (FL Seaport Transportation Economic Development Council) – August 2nd
  - Port awarded $3.2M for berth rehabilitation and $5M for NCB8 berth extension
- Local Update
  - Hosted Port briefing and tour for Brevard County Commissioner Rob Feltner – August 17

Environmental Update:

- Toured environmental and engineering operations of MSC Seaside on August 3
  - Overview of vessel compliance with worldwide environmental regulations

- Join us for the Sea Turtle Preservation Society's (STPS) upcoming annual Turtle Krawl 5K
    - Saturday, September 9
    - Nance Park in Indialantic
- Keep Brevard Beautiful Summer Series Cleanup finale held July 22
    - 96 volunteers collected more than 2 tons of trash along N. Banana River Dr. and SR528

Public Safety Update:

- Recent public safety grant awards
    - $1.4M through Port Security Grant Program (FEMA)
    - $63,500 through FSTED Seaport Security Grant
- Briefing on future cruise projections for COTP Jax to support billet requests
- Provided new USCG leadership an operational tour of Land and Sea Survey for hurricane recovery awareness
- Upcoming Meetings
    - August 31 – Unified Command Hurricane training exercise
    - September 7 – Central Florida Intelligence Exchange Executive meeting

PUBLIC HEARING:

1. Public Comment regarding the first hearing of proposed FY 2024 Operating and Capital Budget, Tariff, and FTZ modifications. No Public Comment

2. 9:15 Time Certain: First hearing of proposed FY 2024 Operating and Capital Budget, Tariff, and FTZ modifications. (Michael Poole)

3. Public Comment regarding consideration of Amendments to Port District Charter. Public comment from Bob Baugher and Malcolm Mclouth.

4. Consideration of Amendments to Port District Charter (Craig Langley)
- Recommendations from Charter Review Committee. **After a presentation from Craig Langley, a motion was made by Commissioner Allender and seconded by Commissioner Justice to approve the recommended changes to the Charter. The motion passed 5/0.**

- Recommendation from Commissioner Fritz VanVolkenburgh. After an explanation from Commissioner VanVolkenburgh and comments from the Board, the item failed for lack of a motion.

- Recommendation regarding Commissioner Salary from Port Attorney. **After an explanation from Attorney Bistline and comments from the Board, Commissioner Allender made a motion to increase the Commissioner salary to $20,000 per year to be effective when the Charter is approved and made into law. Commissioner Loyd seconded the motion which passed unanimously.**

REPORTS: Continued

2. Consideration of Accepting the Financial Memo for June and July 2023. (Michael Poole)

3. Consideration of Approving the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses for June and July 2023 (Patricia Poston)

4. Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for June and July 2023 (Patricia Poston)

After presentation of the financial reports for June and July 2023, Commissioner Justice made the motion to accept the Financial Memo, approve the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses, and to accept the Statistical Report, the Aging Report and the List of Bills for June and July 2023 (#2, #3 and #4). Commissioner Allender seconded the motion. The motion passed 5/0.

5. Capital Project Update for June 2023 was given by Bill Crowe.

PUBLIC COMMENT ON CONSENT AGENDA: Arthur Savage spoke regarding items 1C and 1E

CONSENT AGENDA:
Consent Agenda Item 1A, 1F and 3A were pulled for discussion.

Consent items 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1I, 1J, 2A, 2B and 4A were motioned for approval by Commissioner Allender and seconded by Commissioner Justice. The motion passed 5/0.

1A Consideration of approving Change Order #1 to Doug Wilson Enterprises, Inc. for the CT8 Phase 2 Modifications. Decrease PO P127800 by ($771,431.77) for owner direct purchases and deduct ($236.63) for unused GMP funds. (Veronica Narvaez-Lugo/Bill Crowe). **Chairman Markey abstained from voting due to a relationship with Doug Wilson Enterprises. Commissioner Loyd made the motion to accept this item and Commissioner Justice seconded the motion. The motion passed 4/0.**

1F Consideration of approving Resolution RES-2023-003-EXE-3 of the Canaveral Port Authority affirming our commitment to continued implementation of the Port Canaveral Inlet Management Plan, in accordance with the Florida Department of Environmental Protection Florida Beach Management Program for FY 2024/25 and approval of a purchase order in the amount of $144,000 to Olsen Associates, Inc. for coastal engineering support related to Port Canaveral Inlet Management Plan implementation and Sand Bypass VI construction, subject to final approval of the FY2024 budget. (Bob Musser) After comments from Bob Musser, **Commissioner Allender motioned for approval and Commissioner Justice seconded the motion which passed 4/0.**

3A Consideration of affirming renewal of the Automatic Aid Agreement between the Canaveral Port Authority, City of Cape Canaveral, and Brevard County for shared emergency resources and dispatching services and the Port Director/CEO to execute same, subject to final legal review and approval. (Peter Bergeron, Dave Sargeant) After comments from Dave Sargeant and Peter Bergeron, **Commissioner Justice made the motion to approve this item and Commissioner Loyd seconded the motion. The motion passed unanimously.**

PUBLIC COMMENT: Robin Schanck regarding rate change and traffic conditions.

COMMISSIONER REPORTS/DISCUSSION:
Commissioner VanVolkenburgh took a tour on the MSC Seaside.

Commissioner Justice spoke at the Power Squadron and thanked staff for their work with JMAS and the Rockledge High School HELM program.

Commissioner Loyd joined a Port tour with Rob Feltner. He commended Captain Murray and his work with FDOT along with Debbie Mayfield.

Commissioner Allender spoke regarding the Junior Ambassador program.

Chairman Markey had nothing to add.

The meeting was adjourned at 11:01 am until the next meeting scheduled for Wednesday, September 20, 2023, at 9:00 am.

CANAVERAL PORT AUTHORITY

_____
Kevin, Markey, Chairman

ATTEST

_____

Wayne Justice, Secretary/Treasurer

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	9:15 AM TIME CERTAIN: Proposed FY 2024 Operating Budget and Capital Budget, Resolution RES-2023-005-EXE-3, Tariff, and FTZ Modifications. (Michael Poole/ Pat Poston) A. Public Comment B. Final Presentation and consideration of approving the FY24 Operating Budget, Capital Budget, RES-2023-005-EXE-3, Tariff and FTZ Modifications.
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

FIN_FY24 Operating Budget Narrative.pdf

FIN_FY2024 BUDGET SEPT Commission meeting.pdf

FIN_FY24 Cash flow and capital budget including narrative_09202023.pdf

RESOLUTION_FIN_RES-2023-005-EXE-3_09202023pdf.pdf

FIN_CPA Tariff 16-FY24__redline_draft_20230920.pdf

FIN_CPA FTZ-136 FY24 Zone Schedule_redline_draft_09202023.pdf

To: **Commissioners of Port Canaveral**

Through: **John Murray, Chief Executive Officer**

From: **Michael Poole, Chief Financial Officer**

Subject: **Proposed Revisions to FY 2024 Operating Budget, Capital Budget & Cash Flow, Tariff and FTZ Modifications – 2nd Reading**

Date: **September 20, 2023**

Background

At the August 23, 2023 Board meeting, the Commissioners were presented the FY 2024 Operating and Capital Budget and Tariff and Foreign Trade Zone (FTZ) Modifications. The below narrative details the proposed revisions to the August presentation.

I. Operating Budget

There are no changes.

II. Capital Budget and Cash Flow

The Capital Budget has mainly been revised to reflect the contracts approved by the Board at its August meeting for the Northside Garages and Maintenance Dredging projects.

III. Tariff Modifications

There are no material changes from the August Board presentation.

IV. FTZ Modifications

There are no changes.

Recommendation

Staff recommends Board approval of the FY 2024 Operating and Capital Budget (and Resolution) and the Tariff and FTZ modifications.

Attachments:
Proposed FY 2024 Operating Budget, Capital Budget Five-Year Cash Flow Analysis, Resolution and Tariff and FTZ Modifications

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2024

	Proposed FY2024 Budget	Proposed Changes	Final Proposed FY2024 Budget
Operating Revenues			
Ship Activity			
Wharfage	$ 104,097,520		$ 104,097,520
Dockage	17,371,260		17,371,260
Parking	44,829,040		44,829,040
Line handling	2,343,940		2,343,940
Water	440,290		440,290
Cranes	695,940		695,940
Total Ship Activity	169,777,990	-	169,777,990
Leasing			
Leases	5,196,500		5,196,500
Leases-Cargo	5,344,870		5,344,870
Total Leasing	10,541,370	-	10,541,370
Parks & Recreation			
Camping	2,596,750		2,596,750
Recreational parking	1,026,250		1,026,250
Camp store & laundry	130,715		130,715
Other recreational	263,885		263,885
Concessions	10,800		10,800
Special event rentals	10,000		10,000
Total Parks & Recreation	4,038,400	-	4,038,400
Other			
Fire training facility	385,000		385,000
Permits & licenses	80,000		80,000
Commercial vehicle	1,800,000		1,800,000
Miscellaneous	525,950		525,950
Total Other	2,790,950	-	2,790,950
Total Operating Revenues	**$ 187,148,710**	**$ -**	**$ 187,148,710**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2024

	Proposed FY2024 Budget	Proposed Changes	Final Proposed FY2024 Budget
Operating Expenses			
Operations			
Salaries	$ 5,348,080		$ 5,348,080
Benefits	2,406,635		2,406,635
Service contracts	4,766,950		4,766,950
Utilities	88,480		88,480
Maintenance & supplies	326,290		326,290
Office expense	23,135		23,135
Computer support & training	4,345		4,345
Fuel	34,000		34,000
Contractual obligations	4,324,900		4,324,900
Travel	18,200		18,200
Other	29,320		29,320
Total Operations	**17,370,335**	**-**	**17,370,335**
Facilities			
Salaries	4,242,230		4,242,230
Benefits	1,909,000		1,909,000
Service contracts	4,156,390		4,156,390
Utilities	3,725,700		3,725,700
Maintenance & supplies	1,925,500		1,925,500
Office expense	10,685		10,685
Fuel	170,000		170,000
Travel	4,000		4,000
Education & seminars	2,000		2,000
Other	23,000		23,000
Total Facilities	**16,168,505**	**-**	**16,168,505**
Parks & Recreation			
Salaries	844,675		844,675
Benefits	380,105		380,105
Store merchandise	42,020		42,020
Service contracts	382,125		382,125
Utilities	281,045		281,045
Exhibit fees	150		150
Maintenance & supplies	35,430		35,430
Office expense	74,720		74,720
Computer support & training	4,665		4,665
Advertising	12,000		12,000
Travel	2,000		2,000
Education & seminars	2,000		2,000
Other	22,200		22,200
Total Parks & Recreation	**$ 2,083,135**	**$ -**	**$ 2,083,135**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2024

	Proposed FY2024 Budget	Proposed Changes	Final Proposed FY2024 Budget
Public Safety			
Salaries	$ 490,120		$ 490,120
Benefits	220,555		220,555
Service contracts	153,400		153,400
Fire protection	2,975,415		2,975,415
Police protection	8,992,936		8,992,936
Maintenance & supplies	27,000		27,000
Office expense	17,364		17,364
Communication services	20,000		20,000
Travel	35,000		35,000
Education & seminars	5,000		5,000
Other	16,000		16,000
Total Public Safety	**12,952,790**	**-**	**12,952,790**
Fire Training Facility			
Service contracts	228,400		228,400
Utilities	53,000		53,000
Insurance	50,000		50,000
Maintenance & supplies	53,000		53,000
Office expense	100		100
Accounting & auditing	500		500
Total Fire Training Facility	**385,000**	**-**	**385,000**
Commission			
Salaries - commissioners	56,180		56,180
Salaries - administrative	79,035		79,035
Benefits	127,700		127,700
Legal	50,000		50,000
Maintenance & supplies	150		150
Office expense	6,350		6,350
Promotions	7,500		7,500
Advertising	400		400
Travel-staff	500		500
Travel-commissioners	50,000		50,000
Education & seminars	500		500
Total Commission	**378,315**	**-**	**378,315**
Executive			
Salaries	2,713,000		2,713,000
Benefits	627,090		627,090
Legal	60,000		60,000
Maintenance & supplies	200		200
Office expense	207,825		207,825
Fraud hotline	3,900		3,900
Travel	30,500		30,500
Education & seminars	5,000		5,000
Total Executive	**$ 3,647,515**	**$ -**	**$ 3,647,515**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2024

	Proposed FY2024 Budget	Proposed Changes	Final Proposed FY2024 Budget
Finance & Accounting			
Salaries	$ 1,330,650		$ 1,330,650
Benefits	598,795		598,795
Service contracts	515		515
Maintenance & supplies	315		315
Office expense	21,300		21,300
Advertising	2,500		2,500
Travel	11,000		11,000
Education & seminars	2,300		2,300
Accounting	131,420		131,420
Total Finance & Accounting	**2,098,795**	**-**	**2,098,795**
Administrative Services			
Salaries	2,603,750		2,603,750
Benefits	1,171,690		1,171,690
Service contracts	238,075		238,075
Legal	110,000		110,000
Insurance	5,308,570		5,308,570
Maintenance & supplies	7,870		7,870
Office expense	373,385		373,385
Personnel training & recruiting	125,140		125,140
Computer support & training	2,122,855		2,122,855
Promotions	550		550
Travel	20,700		20,700
Education & seminars	21,100		21,100
Total Administrative Services	**12,103,685**	**-**	**12,103,685**
Engineering & Environmental			
Salaries	1,235,535		1,235,535
Benefits	555,990		555,990
Service contracts	98,000		98,000
Maintenance & supplies	1,135		1,135
Office expense	6,740		6,740
Advertising	7,600		7,600
Travel	23,000		23,000
Education & seminars	18,600		18,600
Engineering - general	220,000		220,000
Engineering - environmental	506,500		506,500
Total Engineering & Environmental	**2,673,100**	**-**	**2,673,100**
Business Development			
Salaries	535,625		535,625
Benefits	241,030		241,030
Maintenance & supplies	150		150
Office expense	49,910		49,910
Advertising	150,000		150,000
Trade development	197,400		197,400
Travel	62,000		62,000
Total Business Development	**$ 1,236,115**	**$ -**	**$ 1,236,115**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2024

	Proposed FY2024 Budget	Proposed Changes	Final Proposed FY2024 Budget
Real Estate			
Salaries	$ 237,005		$ 237,005
Benefits	106,655		106,655
Service contracts	1,275		1,275
Maintenance & supplies	1,500		1,500
Office expense	1,600		1,600
Land use planning	45,000		45,000
Lease administration & preparation	54,760		54,760
Travel	1,200		1,200
Education & seminars	3,600		3,600
Total Real Estate	**452,595**	**-**	**452,595**
Government & Strategic Communications			
Salaries	775,730		775,730
Benefits	349,080		349,080
Maintenance & supplies	250		250
Office expense	18,350		18,350
Promotions	177,500		177,500
Publications	15,000		15,000
Electronic media	25,000		25,000
Advertising	70,000		70,000
Sponsorships	65,000		65,000
Travel	30,000		30,000
Professional services	245,500		245,500
Education & seminars	7,500		7,500
Total Government & Strategic Communications	**$ 1,778,910**	**$ -**	**$ 1,778,910**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2024

	Proposed FY2024 Budget	Proposed Changes	Final Proposed FY2024 Budget
Depreciation	$ 49,000,000		$ 49,000,000
Amortization			
Port wide risk assessment plan	19,130		19,130
Computer software	63,610		63,610
Master plan	170,295		170,295
Amortization	253,035	-	253,035
Depreciation and Amortization	**49,253,035**	**-**	**49,253,035**
Total Operating Expenses	**$ 122,581,830**	**$ -**	**$ 122,581,830**
Operating Income	**64,566,880**	**-**	**64,566,880**
Non-Operating Revenues			
Interest earnings	$ 7,150,000		$ 7,150,000
Grant - ARPA	-		-
Grant revenue	355,000		355,000
Non-Operating Revenues	**7,505,000**	**-**	**7,505,000**
Non-Operating Expenses			
Amortization of bond discounts	$ 51,375		$ 51,375
Commissions & fees	40,250		40,250
Interest Expense	12,152,620		12,152,620
Grant administration fees	100,000		100,000
Non-Operating Expenses	**12,344,245**	**-**	**12,344,245**
Addition to Net Position for Debt Reduction and Port Development	**$ 59,727,635**	**$ -**	**$ 59,727,635**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2024

	Proposed FY2024 Budget	Proposed Changes	Final Proposed FY2024 Budget
Operating Revenues			
Cruise operations	$ 153,721,695		$ 153,721,695
Cargo operations	21,401,165		21,401,165
Leases	5,196,500	-	5,196,500
Parks & Recreation	4,038,400	-	4,038,400
Fire training facility	385,000	-	385,000
Commercial vehicle	1,800,000	-	1,800,000
Permits, etc.	605,950	-	605,950
Total Operating Revenues	$ 187,148,710	$ -	$ 187,148,710
Total Operating Expenses	122,581,830	-	122,581,830
Operating Income	64,566,880	-	64,566,880
Non-Operating Revenues	7,505,000	-	7,505,000
Non-Operating Expenses	12,344,245	-	12,344,245
Addition to Net Position for Debt Reduction and Port Development	$ 59,727,635	$ -	$ 59,727,635

September 12, 2023

To: **Commissioners of Port Canaveral**

Through: **John Murray, Chief Executive Officer**

From: **Patricia Poston, Sr. Director of Finance**

Subj: **Remarks on the Revised - Proposed FY2024-FY2028 Capital Budget and Cash Flow Projections**

Enclosed is a copy of the Revised - Proposed FY24-FY28 Capital Budget and Cash Flow Projections. This document is to be used as a tool to review the current approved projects in place, and to plan for future investments into growing and improving the infrastructure of the Port. Combining our projections for revenues, expenses and funding sources, we are given a snapshot of the next five years.

There were minor changes made to the Capital Projects from the Capital Budget presented at the August 2023 Commission meeting. The changes were to incorporate the contract awards at the August Commission meeting, including an additional $2.8 million for Portwide Parking and Parking Lot Improvements, $3.3 million for Maintenance Dredging and a reduction of $286 thousand for Passenger Boarding Bridge Renovations. There were no changes made to the Proposed FY24 Operating Budget. The total capital budget amount for FY24 is $181.5 million, with a total planned through FY28 of $496.6 million. Restricted Cash, Unrestricted Cash and Cash designated for capital projects have been updated to reflect the change in Capital items.

The Cash Flow Projection is a fluid document, used as a tool for planning and management. As our ever-changing business environment evolves, we are able to update the document to analyze the best course for the Port.

Sincerely,

Patricia G. Poston
Patricia G. Poston
Senior Director of Finance

Canaveral Port Authority
FY2024 Cash Flow & 5 Year Plan Estimates
(In Thousands)

Description	FY24	FY25	FY26	FY27	FY28	TOTAL
Operating revenues	$187,149	$213,419	$219,630	$253,040	$260,331	$ 1,133,569
Operating expenses	(122,582)	(136,137)	(142,194)	(156,713)	(163,399)	(721,023)
Net operating income	**64,567**	**77,282**	**77,437**	**96,327**	**96,933**	**412,546**
Add Non-cash Items:						
Depreciation and amortization	49,253	54,000	56,000	58,000	60,000	277,253
Change in Assets/Liabilities	(2,500)	(2,500)	(2,500)	(5,000)	(5,000)	(17,500)
Net cash provided by operating activities	**111,320**	**128,782**	**130,937**	**149,327**	**151,933**	**672,299**
Non-Capital Grant Funding (including ARPA)	355	300	300	300	300	1,555
Net cash provided by non-capital financing	**355**	**300**	**300**	**300**	**300**	**1,555**
Capital Grant Funding net of accrual	24,830	4,000	8,000	16,000	7,000	59,830
Gain on sale/disposal assets & Rebates	50	50	50	50	50	250
Other	150	150	150	150	150	750
Reduction pymt on LOC/ Bonds	(9,000)	(9,000)	(9,000)	(10,200)	(102,855)	(140,055)
Debt Service Payments	(28,140)	(28,142)	(28,146)	(28,392)	(28,413)	(141,235)
Capital project requirements	(181,500)	(120,834)	(104,210)	(70,580)	(19,463)	(496,588)
Net cash used in capital/related financing activity	**(193,611)**	**(153,776)**	**(133,157)**	**(92,972)**	**(143,531)**	**(717,047)**
Net Cash provided from investing activities	7,150	2,500	2,500	2,500	2,500	17,150
Net Position Appropriation						
Net increase (decrease) in cash	(74,786)	(22,194)	580	59,155	11,201	
Beginning cash	206,693	131,907	109,714	110,294	169,449	
Ending Cash Available	**131,907**	**109,714**	**110,294**	**169,449**	**180,650**	
Restricted Cash	14,465	14,465	14,465	14,465	14,465	
Unrestricted Cash	73,329	82,137	86,194	98,713	103,399	
Cash designated for capital projects	**$44,114**	**$13,112**	**$9,635**	**$56,271**	**$62,787**	

Canaveral Port Authority

5-Year Capital Budget

(In Thousands)

Line No.	Master Project	Description	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
1	1100	Road Improvements	8,310	7,217	600	55	100	16,282
2	1130	Portwide Parking Lot Improvements	9,671	1,000	0	0	0	10,671
3	1135	Portwide Parking Improvements	68,059	0	0	0	0	68,059
4	1180	Security Fencing/Lighting	808	680	265	265	265	2,283
5	1340	Maintenance Dredging	7,500	0	0	0	0	7,500
6	1380	Other Computer Equipment	1,421	1,595	1,164	1,157	1,707	7,044
7	1530	Park Upgrades	4,482	7,468	929	2,236	31	15,145
8	1560	Improve Piers,Bldgs,Structures	11,959	17,291	10,400	10,400	400	50,450
9	1580	Fire Equipment	74	87	60	98	90	408
10	1582	Fire Training Equipment	559	35	35	35	35	699
11	1590	Utilities and Improvements	2,530	4,550	8,200	0	0	15,280
12	1600	Minor Equipment	526	50	50	50	50	726
13	1610	New/Replacement Vehicles	1,478	841	80	85	85	2,569
14	1640	CT Furniture/Equipment	6,752	1,000	3,500	0	0	11,252
15	1710	Stormwater Improvements NPDES	205	250	0	0	0	455
16	1842	North Cargo Pier 8	14	0	0	7,500	7,500	15,014
17	1860	Financial System Upgrade	50	0	0	0	0	50
18	2010	Portable Generator (HMGP)	400	0	0	0	0	400
19	2030	CT 5 Terminal Upgrades	998	2,500	0	0	0	3,498
20	2042	CT10 Terminal Improvements	1,062	1,500	0	0	0	2,562
21	2075	Maritime Ctr Tenant Improvement	3,194	225	225	200	200	4,044
22	2091	CT# 8 Renovations	500	4,476	0	0	0	4,976
23	2218	Public Safety Projects	151	0	0	0	0	151
24	2225	PSGP 2022 Projects	700	0	0	0	0	700
25	2226	PSGP 2022 Projects	600	0	0	0	0	600
26	22XX	PSGP 2023 Projects	1,918	0	0	0	0	1,918
27	2240	North Cargo Berth 4	25,062	0	0	0	0	25,062
28	2241	North Cargo Berth 3	100	0	0	0	0	100
29	2270	Master Plan	238	322	0	0	0	560
30	2273	Contingency New Projects/Lease	1,000	0	0	0	0	1,000
31	2279	CT Pax Bridge Renovation	7,493	4,250	3,500	3,500	3,500	22,243
32	2281	Generators	453	0	0	0	0	453
33	2287	Mobile Harbor Crane FY2020	3,421	7,100	0	0	0	10,521
34	2290	CBP Tech Upgrades	342	550	0	0	500	1,392
35	2292	Westside Infrastructure	3,519	0	0	0	0	3,519
36	Master Plan - Cruise Terminal Projects		5,950	55,847	113,203	0	0	175,000
37	Master Plan - Cargo Projects		0	2,000	2,000	5,000	5,000	14,000
Overall Total			**181,500**	**120,834**	**144,210**	**30,580**	**19,463**	**496,588**

Canaveral Port Authority

FY2024 Capital Budget with Funding Sources

(In Thousands)

						Funding Sources			
Line No.	Master Project		FY2023 Carryforward Balance on PO Issued in FY23	FY2024 NEW Projects	Total FY2024	Port Revenues	State Grants	Federal Grants	TOTAL FUNDING
1	1100	Road Improvements	1,390	6,920	8,310	8,310			8,310
2	1130	Portwide Parking Lot Improvements	4,429	5,243	9,671	9,671			9,671
3	1135	Portwide Parking Improvements	67,759	300	68,059	68,059			68,059
4	1180	Security Fencing/Lighting	443	365	808	808			808
5	1340	Maintenance Dredging	5,785	1,715	7,500	7,500			7,500
6	1380	Other Computer Equipment	155	1,266	1,421	1,421			1,421
7	1530	Park Upgrades	81	4,400	4,482	4,482			4,482
8	1560	Improve Piers,Bldgs,Structures	3,565	8,395	11,959	11,959			11,959
9	1580	Fire Equipment	-	74	74	74			74
10	1582	Fire Training Equipment	22	537	559	559			559
11	1590	Utilities and Improvements	534	1,996	2,530	2,199	331		2,530
12	1600	Minor Equipment	12	514	526	489	37		526
13	1610	New/Replacement Vehicles	382	1,096	1,478	1,478	-		1,478
14	1640	CT Furniture/Equipment	720	6,031	6,752	6,752			6,752
15	1710	Stormwater Improvements	2	203	205	205			205
16	1842	North Cargo Pier 8	14	-	14	14			14
17	1860	Financial Services	-	50	50	50			50
18	2010	Portable Generator (HMGP)	-	400	400	100	300		400
19	2030	CT 5 Terminal Upgrades	68	930	998	998			998
20	2042	CT10 Terminal Improvements	62	1,000	1,062	1,062			1,062
21	2075	Maritime Ctr Tenant Improvement	-	3,194	3,194	1,789		1,406	3,194
22	2091	CT# 8 Renovations	-	500	500	500			500
23	2218	Public Safety Projects	121	30	151	129	23	-	151
24	2225	PSGP 2021 Projects	189	511	700	175		525	700
25	2226	PSGP 2022 Projects	-	600	600	150	450		600
26	22XX	PSGP 2023 Projects	-	1,918	1,918	479	1,438		1,918
27	2240	North Cargo Berth 4	25,062	-	25,062	6,265	18,796	-	25,062
28	2241	North Cargo Berth 3	100	-	100	100			100
29	2270	Master Plan	44	194	238	238			238
30	2273	Contingency New Projects/Lease	-	1,000	1,000	1,000			1,000
31	2279	CT Pax Bridge Renovation	979	6,514	7,493	7,493			7,493
32	2281	Generators	-	453	453	453			453
33	2287	Mobile Harbor Crane FY2020	3,421	-	3,421	1,896	1,525		3,421
34	2290	CBP Tech Upgrades	41	301	342	342			342
35	2292	Westside Infrastructure	31	3,488	3,519	3,519			3,519
36	Master Plan - Cruise Terminal Projects		-	5,950	5,950	5,950			5,950
37	Master Plan - Cargo Projects		-	-	-	-			-
Overall Total			**115,413**	**66,087**	**181,500**	**156,670**	**22,899**	**1,931**	**181,500**

RESOLUTION-RES-2023-005-EXE-3

RESOLUTION ADOPTING BUDGET
FOR CANAVERAL PORT AUTHORITY
BREVARD COUNTY, FLORIDA
FOR FISCAL YEAR 2023-2024

WHEREAS, The Canaveral Port Authority has been charged by the State of Florida with the responsibility of creating, operating and maintaining a deep water port at Port Canaveral, Florida under Chapter 28922, Laws of Florida of 1953, as amended, and,

WHEREAS, The Canaveral Port Authority, as authorized by the State of Florida has undertaken the responsibility of Local sponsor to the United States of America for the construction and development of a deep water harbor at Port Canaveral, Florida, pursuant to the enactment's of the Congress of the United States, the same being House Document 367 of the 77th Congress, First Session and Senate Document 140 of the 87th Congress, Second Session, and

WHEREAS, The Canaveral Port Authority has been empowered by the State of Florida to levy and assess ad valorem taxes as to all taxable property within the Canaveral Port Authority District to meet its said responsibilities and undertaking, and

WHEREAS, The Canaveral Port Authority has fully considered the below said budget of anticipated expenditures and income from earnings.

NOW THEREFORE, BE IT RESOLVED, that the following BUDGET for the Fiscal Year 2023-2024 is hereby determined and adopted by the CANAVERAL PORT AUTHORITY, setting forth the expenditures necessary for it to meet and carry out the aforesaid obligations and undertakings on the part of the Canaveral Port Authority, together with the anticipated earnings of the Canaveral Port Authority.

2023-2024 CANAVERAL PORT AUTHORITY

Estimate of Revenues and Expenditures for
Financial Needs for Fiscal Year Ending
September 30, 2024

Operating Revenues:	
Wharfage	$ 104,097,520
Dockage	17,371,260
Parking	44,829,040
Line handling	2,343,940
Water	440,290
Cranes	695,940
Leases	10,541,370
Camping	2,596,750
Recreational parking	1,026,250
Camp store & laundry	130,715
Other recreational	263,885
Concessions	10,800
Special event rentals	10,000
Fire training facility	385,000
Permits & licenses	80,000
Commercial vehicle	1,800,000
Miscellaneous	525,950

Total Operating Revenues	$ 187,148,710
Operating Expenses:	
Total Operations	$ 17,370,335
Total Facilities	16,168,505
Total Parks & Recreation	2,083,135
Total Public Safety	12,952,790
Total Fire Training Facility	385,000
Total Commission	378,315
Total Executive	3,647,515
Total Finance & Accounting	2,098,795
Total Administrative Services	12,103,685
Total Engineering & Environmental	2,673,100
Total Business Development	1,236,115
Total Real Estate	452,595
Total Government & Strategic Communications	1,778,910
Depreciation and Amortization	49,253,035
Total Operating Expenses	$ 122,581,830
Operating Income	64,566,880
Non-Operating Revenues	7,505,000
Non-Operating Expenses	12,344,245
Addition to Net Position for Debt Reduction and Port Development	**$ 59,727,635**

BE IT FURTHER RESOLVED, that the obligations of the Canaveral Port Authority for the fiscal year 2023-2024 can be met without the levy of ad valorem taxes.

BE IT FURTHER RESOLVED, that a certified copy of this resolution, executed in the names of the Chairman of the Canaveral Port Authority and attested by the Secretary under its Corporate Seal, shall be made and delivered to the Board of County Commissioners of Brevard County, Florida, and the Clerk of the Circuit Court of Brevard County, Florida.

DONE, ORDERED AND ADOPTED by the Canaveral Port Authority, a body politic and a body corporate under the Laws of the State of Florida, in regular open meeting this twentieth day of September, A.D., 2023.

CANAVERAL PORT AUTHORITY

Kevin Markey
Chairman

ATTEST:

Wayne Justice
Secretary/Treasurer

Governing Rates, Rules & Regulations of Marine and Port Services Provided by the Canaveral Port Authority

TARIFF NO. 16

Contact:
Business Development

Canaveral Port Authority
445 Challenger Road, Suite 301|Cape Canaveral, FL 32920
Phone: 321-783-7831|Fax: 321-783-4651
E-mail: cpa.trade@portcanaveral.com
Website: www.portcanaveral.com

Effective Date:
~~June 1~~October 1, 2023

Commissioners

District 1: Jerry W. Allender
District 2: Micah Loyd
District 3: Fritz VanVolkenburgh
District 4: Kevin Markey
District 5: Wayne E. Justice

Administration

Captain John W. Murray | Chief Executive Officer and Port Director
Craig Langley, Esq. | VP, General Counsel
Michael Poole | Chief Financial Officer
David German | VP, Cruise Business Development
Samantha Cornelius | VP, Cargo Business Development

DRAFT

Revision History

DATE	VERSION	STATUS	COMMENT	UPDATED BY
2018.10.01	001	Submitted to 8/29/2018 Board of Commissioners for approval.	Language additions/deletions to Rules 115, 200, 215, 315, 415, 545, 560, 572, 620-630, 655, 705-720, 800-825, 930, 1000, 1101-1107, 1215 and Addendum C. 3% rate increase. Deletion/Addition of Definitions.	Cornelius, S.
2019.10.01	002	Submitted to 8/28/2019 Board of Commissioners for approval.	Language additions/deletions to Rules 115, 200, 220, 265, 315, 325, 350, 410, 415, 425, 605, 620, 645, 655, 700-720, 900-935, 1000, 1005, 1205, 1215 and Addendums A, B, & C. Annual rate increase. Deletion/Addition of Definitions.	Cornelius, S.
2020.03.01	003	Submitted to 2/26/2020 Board of Commissioners for approval.	Language additions/deletions to Rules 200, 415, 570, 1207 and Addendums A, B, & C. Addition of new Section 1000 and Rules. Addition of Definitions 1400.12, 1400.21, 1400.22.	Cornelius, S.
2020.10.01	004	Submitted to 8/26/2020 Board of Commissioners for approval.	Language additions/deletions to Rules 200, 220, 225, 235, 265, 500, 540, 545, 560, 820, 1100, 1105, 1305, 1315, and Addendums A and C. Rate changes to Rules 572, 620, 620.1, 645, 705, 715, 720, 1100, 1105, 1110 and 1115. Addition of Rules 130, 547 and 1135. Deletion of Rule 1316.	Cornelius, S.
2021.10.01	005	Submitted to 8/18/2021 Board of Commissioners for approval.	Language additions/deletions to Rules 115, 220, 230, 245, 255, 260, 265, 300, 325, 355, 385, 405, 510, 520, 535, 540, 570, 705, 710, 820, 1220, 1315 and Addendums B and C. Rate changes to Rules 415, 572, 615, 620, 620.1, 645, 705, 715, 720, 800, 1100, 1105, 1110, 1115, 1315 Addition of Rules 571, 573, 574, 577, 1206	Cornelius, S.
2022.10.05	006	Submitted to 8/17/2022 Board of Commissioners for approval.	Language additions/deletions to Rules 200, 205, 220, 265, 300, 520, 571, 903, 1125, 1315, 1400.31 and Addendums A and C. Rate changes to Rules 415, 573, 610, 615, 620, 620.1, 645, 705, 715, 720, 800, 902, 1100, 1105, 1110 and 1115. New Definition 1400.15.	Cornelius, S.
2023.06.01	007	Submitted to 5/24/2023 Board of Commissioners for approval.	Language additions/deletions to Rules 111, 220, and 520	Cornelius S.
2023.10.1	008	Submitted to 8/23/2023 Board of Commissioners for approval.	Language additions/deletions to Rules 220, 255, 260, 574, 577, 900, 901, 1315, 1400.14 and Addendum A. Rate changes to Rules 415, 573, 610, 615, 620, 620.1, 645, 705, 715, 720, 800, 1020, 1100, 1105, 1110, 1115	Cornelius S.

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SECTION 100 LEGAL NOTICES

RULE 100: CONSENT TO TERMS OF TARIFF

The use of the waterways and facilities under the jurisdiction of Canaveral Port Authority ("CPA"), such waterways and facilities referred to herein as "Port Canaveral" or the "Port", shall constitute a consent to the terms and conditions of this Tariff, and the rules and regulations of the CPA, as the same exist at the time of each such use; and such use shall evidence an agreement on the part of the agents, and other users of such waterways and facilities, to pay all charges specified in this Tariff (unless otherwise provided by written agreement with CPA or reduced/waived as provided herein), and be governed by all of said Tariff terms, conditions, rules and regulations.

RULE 105: GOVERNING AUTHORITY AND JURISDICTION

Governing Authority: The Canaveral Port District is an independent special taxing district and political subdivision of the State of Florida. CPA has jurisdiction over and control of Port Canaveral including all wharves, sheds, warehouses, terminals, slips and upland areas and all other property owned or operated by it. It has the power to fix and regulate rates, charges, rules, and regulations for the use of these facilities. The administration, operation and maintenance of Port Canaveral is governed by a duly elected Board of Commissioners and are under the direct supervision of a Port Director appointed by said Board of Commissioners.

Jurisdiction: Jurisdiction for any action whether in law or equity and whether founded in contract or in tort, brought by any user against CPA arising from or incidental to the user's operations on CPA property and/or its use of CPA's services or facilities shall lie exclusively in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. Use of CPA's facilities or receipt of its services by any user shall constitute that user's consent to jurisdiction and venue in accordance with this Rule and shall constitute that user's waiver of jurisdiction or venue in any other location or forum. This Rule does not apply to any action by any user against CPA which may be instituted pursuant to an Act of the Congress of the United States that expressly designates the jurisdiction in which such action shall be prosecuted, and from which CPA would not have sovereign or eleventh amendment immunity.

RULE 110: APPLICATION OF TARIFF

The rates, rules and regulations contained in this Tariff shall apply equally to all users of and all traffic on the waterways and facilities owned, operated, and under the jurisdiction of CPA; except where inconsistent with express provisions of leases or agreements with CPA for use of facilities. CPA shall be the sole judge as to the application and interpretation of this Tariff and supplements hereto. Fees including, but not limited to, wharfage, dockage, harbormaster, and line handling may be waived, reduced, or absorbed by the Port Director, if in the best interest of CPA. The Port Director shall also have the authority to implement other changes to this Tariff if it is determined such action is necessary for competitive purposes and/or the efficient use of the facilities. If changes remain in place for a period of twelve (12) months and are expected to remain permanent thereafter, they will be submitted to the Board of Commissioners as a Tariff revision for its approval.

RULE 111: ADDITIONAL AUTHORITY FOR DECLARED EMERGENCY

Upon declaration of an emergency by the President of the United States or the Governor of the State of Florida affecting the State of Florida, or for a natural disaster suffered by another state or country served by shipping line customer(s) of Port Canaveral, the Port Director shall have the authority to:

Prioritize vessel berthing to address such emergency condition;

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Reduce or waive dockage and/or wharfage charges up to an amount not to exceed five thousand dollars ($5,000.00) in support of humanitarian relief efforts where supplies, materials, labor, shipping, and related assistance are donated on a voluntary basis or resources are provided at reduced rates by governmental or charitable agencies or organizations. In order to qualify for a reduction/waiver of dockage and/or wharfage charges, the carrier must furnish a manifest and certified statement as required by **Rule 115** identifying those items that qualify for a reduction/waiver. In addition, the Port reserves the right to access documentation and the carrier agrees to comply with all conditions as described in **Rule 1200**.

RULE 115: VESSEL REPORTS AND CONTROLS REQUIREMENTS

All agents requesting a berth for a vessel at a Port Canaveral commercial wharf shall, as far in advance as possible but at a minimum twenty-four (24) hours prior to docking, submit a Vessel Berthing Request to the Harbormaster specifying the date and time of docking. The request shall include information regarding the approximate date and time of departure as well as the nature and quantity of cargo to be handled. The name, registration, and enrollment of the vessel must be provided. Failure to submit a proper Vessel Berthing Request could result in a delay in the vessel's arrival.

All vessels requesting a Port Canaveral commercial wharf shall notify the Harbormaster of their estimated time of arrival. Deviations or subsequent changes to scheduled arrival times shall also be reported. Such notices shall be given by all vessels as far in advance as is reasonably feasible in order to facilitate ship movements, coordination, and arrangement of port services for incoming vessels.

Agents and vessels requesting use of a Port Canaveral commercial wharf shall contact the Harbormaster upon arrival in order to ascertain the vessel's pre-assigned berth. The Harbormaster shall regulate and supervise the berthing of all vessels.

Full capacity and continuous twenty-four (24) hour vessel operations may be required at the discretion of the Harbormaster in order to facilitate Port operations and efficiency. Refusal or failure to fully comply with a continuous operations request may result in an order for the vessel to vacate the berth.

CPA reserves the right to order a vessel moved from its berth to a more suitable location including anchorage in the event of a disruption of the vessel's power or any other hindrances of its loading or unloading capabilities which impedes the vessel's ability to discharge or take on cargo pending necessary repairs.

CPA shall retain full authority to move or cause to be removed any vessel at any time and for any reason as deemed appropriate by the Harbormaster. The Harbormaster shall have absolute authority to arbitrate disputes and to direct masters, agents, and others having charge of vessels.

Before departing from a Port Canaveral commercial wharf, all vessels shall notify the Harbormaster Office of the vessel's departure time and obtain departure approval. Such notice shall be as far in advance of the actual departure time as is reasonably feasible in order to facilitate vessel movement and coordination; however, all such notices shall be made at least two (2) hours prior to departure.

The Agent, or others having charge of the vessel, shall direct and cause to be reported to the Finance Department all cargo or passengers loaded or discharged from such vessel or passengers in transit for non-homeported vessels. Such report(s) shall be submitted within five (5) business days of sailing or completion of cargo operations and in the form of copies of the ship's manifest, bill of lading or a certified statement providing the number of units, commodities, weights, dimensions (if required) and all other information which CPA deems necessary for the purpose of conducting audits to determine the accuracy of reports filed, compilation of commercial statistics or for other purposes. Failure to provide the requisite reports within the

designated time period shall result in a twenty-five dollar ($25.00) per business day penalty assessed to and payable by the ship's agent unless expressly waived in whole or in part by the Port Director.

RULE 120: EMERGENCY SHIP MOVEMENT POLICY

See **Addendum E**

RULE 125: MOU BETWEEN THE CANAVERAL PORT AUTHORITY AND THE NAVAL ORDNANCE TEST UNIT CONCERNING SHIP MOVEMENT PRIORITY

See **Addendum D**

RULE 130: SEVERABILITY PROVISION

Each and every paragraph, sentence, term, and provision of this Tariff shall be considered severable and that, in the event any paragraph, sentence, term or provision is determined to be invalid or unenforceable, the validity and enforceability, operation or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Tariff shall be construed in all aspects as if the invalid or unenforceable matter had been omitted.

SECTION 200 GENERAL INFORMATION

RULE 200: RECOGNIZED WORKING HOURS

The recognized working hours of the CPA shall be from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. local (ET), Monday through Friday, except the following holidays: Martin Luther King Jr Day, Presidents Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, and New Year's. When a holiday falls on a Saturday, the preceding Friday is observed. When a holiday falls on a Sunday, the following Monday is observed. Work performed at hours other than stated will be subject to overtime charges.

RULE 205: LOCATION

Port Canaveral is located in Brevard County on the eastern coast of Florida, bordered on the north by the Cape Canaveral Space Force Station and the Banana River and bordered on the south by the City of Cape Canaveral. The main harbor channel is orientated in an east / west direction, extending from the Atlantic Ocean to the Banana River. The Port harbor contains three turning basins: the Trident Turning Basin, the Middle Turning Basin, and the West Turning Basin. These basins are connected by the Inner Reach Channel and the West Access Channel which form the south boundary of each basin. The Port Canaveral sea buoy is approximately located at: Latitude: 29°21.9N; Longitude 80°30.9W.

RULE 210: HARBOR ENTRANCE

Entrance to the harbor from the Atlantic Ocean is through a channel 500 feet wide and 46 feet deep. The entrance from the Intracoastal Waterway (Indian River) is by a canal 125 feet wide and 12 feet deep, running due east across Merritt Island for approximately four miles, to a lock measuring 600 feet by 90 feet.

RULE 215: TURNING BASINS

Information about the harbor's three turning basins:

Trident Turning Basin: Approximately 1,600 feet wide by 1,800 feet long basin with an access channel that tapers in width from 650 feet at the north end, to 400 feet at the south end, -41 foot depth. The access channel has an authorized depth of -46 feet.

Middle Turning Basin: Approximately 2,260 feet long basin (including channel). 1,800 feet wide at the north end, 2,600 feet wide at the south end, -35 foot depth east and north portion, -43 foot depth west and south portion, 1,400 foot diameter turning circle located in the south west corner.

West Turning Basin: Trapezoidal basin which measures 2,750 feet wide at the widest point in the north, 1,400 feet wide at the narrowest point near the existing corner cut off, 1,650 feet long between Cruise Terminals 5 and 10, -35 feet CPA maintained depth, 1,725 foot diameter turning circle in the south east quadrant. At the north side is the Cruise Terminal 5 Basin, 650 feet wide by 800 feet long, -35 foot depth.

RULE 220: BERTHING FACILITIES

Port Canaveral has berths located on both the north and south sides of the harbor. All cruise terminals are supported by a separate, secure parking facility. Information including dock space and depth of berth is provided below. A Port Facilities map is available on CPA's website at http://www.portcanaveral.com/about/publications. See **Addendum C** for Harbormaster contact information.

North Cargo Berths (NCB)

Berth	Dock Length		Maximum Draft	
NCB 1 / 2	393.2 m	1290'	12 m	39'06"
NCB 3	268.2 m	880'	13.10 m	43'00"
NCB 4[1]	~~121.9~~ 268.2 m	~~400~~880'	~~9.75~~ 13.10 m	~~32~~43'00"
NCB 5 / 6[2]	570.6 m	1872'	12.2 m	40'00"
NCB 8	310.9 m	1020'	10.7 m	35'00"

[1] Under Construction
[2]-Contact Harbormaster if additional draft is required

North Cruise Terminals (CT)

Terminal	Dock Length		Maximum Draft	
CT 5	208.8 m	685'	10.2 m	33'06"
CT 6	211.2 m	693'	10.2 m	33'06"
CT 8	240.2 m	788'	9.75 m	32'00"
CT 10	248.1 m	814'	10.4 m	34'00"

South Cargo Berths (SCB)

Berth	Dock Length		Maximum Draft	
SCB 1	492.2 m	1615'	9.75 m	32'00"
SCB 2[3][4]			12 m	39'06"
SCB 3			12 m	39'06"
SCB 4	125.6 m	412'	12.2 m	40'00"

[3][4]- Max Draft: Valid up until 975 ft. mark; Max Beam: 106' east of 800 ft. mark

South Cruise Terminals (CT)

Terminal	Dock Length		Maximum Draft	
CT 1	431.9 m	1417'	11.1 m	36'06"
CT 2	212.4 m	697'	10 m	33'00"
CT 3	402 m	1319'	10 m	33'00"

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NOTE: Further restrictions may be imposed due to current water depths and vessel characteristics. Each vessel will be reviewed on a case-by-case basis by the harbormaster and the Pilots.

RULE 225: WATER AND FUEL BUNKERING FACILITIES

All berths have facilities for supplying fresh water and are accessible by tank truck or barge for bunkering. North Cargo Berths 1 and 2, South Cargo Berths 3 and 4, and Cruise Terminals 1, 5, 6, 8, and 10 have access to pipeline for bunker fuels.

RULE 230: STORAGE FACILITIES

A variety of storage facilities are available including dry, refrigerated, freezer, foreign trade zone warehousing, specialized facilities including dry bulk silos and liquid bulk tanks, and paved open storage. Contact Business Development for a list of storage facilities.

RULE 235: CONTAINER FACILITIES

Container facilities are located at NCB 5 and NCB 6 on the north side of Port Canaveral. NCB 6 is serviced by two (2) ship to shore cranes, reference **Section 900** for additional crane information.

RULE 240: RAILROAD FACILITIES

The Port is served by the Florida East Coast Railroad through the Cocoa rail car facility and by Norfolk Southern via a multi-purpose terminal in Titusville.

RULE 245: FOREIGN TRADE ZONE #136

CPA is the Grantee for Foreign Trade Zone #136 encompassing all of Brevard County. Refer to Foreign Trade Zone #136 Zone Schedule on CPA's website at http://www.portcanaveral.com/tariffs or contact Business Development for further information.

RULE 250: GENERAL RESTRICTIONS AND LIMITATIONS

CPA is not obligated to provide storage or accommodation for property which has not been transported nor is intended to be transported by water to or from the Port; nor is it obligated to provide dockage, wharfage, storage, or other services beyond reasonable capacity of the facilities; nor is it obligated to provide extended storage for any property in the course of normal operations, beyond a period of time determined by the Port Director.

CPA is not obligated to accept any cargo, either inbound or outbound, which is not compatible with the accepted objectives of the Port and the established assurances to the community. The Port Director has discretionary authority to refuse any such cargo.

RULE 255: REAL ESTATE FACILITIES

For information regarding leasing of property and facilities owned and operated by CPA~~.~~ contact the Real Estate Department. See **Addendum C** ~~for contact information~~.

RULE 260: RECREATION FACILITIES

For information regarding recreational facilities owned and operated by CPA including ~~Exploration Tower and~~ Jetty Park, Boat Ramps & Parks, and Exploration Tower, visit CPA's website at http://www.portcanaveral.com.

RULE 265: COMMERICAL FISHING AND PHOTOGRAPHY

All requests to photograph and/or film CPA owned, operated, or managed facilities or properties intended for commercial or promotional use must be submitted for review and approval 48 hours in advance to the CPA

Communications Department. News media requesting Port access to cover news events must have advance authorization from the CPA. Failure to notify the CPA in advance of arrival may result in access being denied. See **Addendum C** for contact information.

SECTION 300 MARINE OPERATIONS: RULES AND REGULATIONS

RULE 300: HARBORMASTER

The Port Director shall designate the Harbormaster and such other personnel deemed necessary for the execution and compliance with this Tariff and the operational rules and regulations for Port Canaveral. See **Addendum C** for Harbormaster contact information. In addition to any duties prescribed by law, the duties of the Harbormaster include:

1. Scheduling of vessel arrivals, departures and assigning berths in coordination with the Canaveral Pilots Association, ship's agent, and the local military establishment to provide for maximum safety and to reduce the possibility of incidents which could endanger personnel, damage property or the environment.
2. Coordinating the priority of vessel movements with the U.S. military when potential conflicts arise in scheduling. See **Addendum D** for Ship Movement Priority.
3. Coordinating marine safety and security procedures for Port Canaveral with the Canaveral Pilots Association, the U.S. military, U.S. Coast Guard, U.S. Army Corps of Engineers, the Port Facility Security Officer, and representatives or agents of vessel owners.
4. Processing of billing information.
5. Tracking the arrival and departure of vessels within the Port.
6. Scheduling vessel usage of berths, anchorages, or other facilities within the Port.
7. Ordering and enforcing a vessel, at its own expense and risk, to vacate or change position at a berth, anchorage, or facility in order to facilitate navigation, commerce, or Port security, to protect persons, vessels, or property, to prevent unauthorized use of Port facilities, or to facilitate dredging of channels or berths.
8. Designating Port facilities for the loading or discharging of vessels.
9. Monitoring waterside areas for threats to navigational safety and security and making notification to the Facility Security Officer on security related issues.
10. Issuing written orders of compliance and notices of violation under this Tariff.

VESSEL MOVEMENT PENALTIES:

1. Failure to Vacate or Change Position: Any vessel that unnecessarily delays in moving under an order to vacate or change position may be penalized in an amount not exceeding one thousand dollars ($1,000.00) for each hour or fraction thereof, plus 150 percent (150%) of the demurrage costs incurred by a waiting vessel, until the order is complied with.
2. Obstructing or Resisting Harbormasters: If any person, master, consignee, agent, wharfinger or wharf owner, lessee of a wharf or other person shall oppose or resist the Harbormaster or the Duty Harbormaster in the execution of their duty, or disobey any order given by either of said officers as to the manner of removing or adjusting the rigging of any vessel under the control of such person, he or she shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida Statutes.

FAILURE TO NOTIFY HARBORMASTER:

Any master of a vessel who shall fail to report to the Harbormaster for a berth at the wharves on arriving in Port shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida Statutes.

RULE 305: DUTY HARBORMASTER

The Port Director may appoint Duty Harbormaster(s) to provide a 24/7 contact for vessel owners, operators, agents, or masters in the absence of the Harbormaster, and to ensure compliance with this Tariff and the operational rules and regulations of the Port. The Duty Harbormaster(s) may be hailed on VHF Channels 12 or 16 by the call sign "Canaveral Harbormaster". See **Addendum C** for contact information. The duties of the Duty Harbormaster shall include those as outlined in the above Rule. When a situation arises where the Duty Harbormaster is unable to resolve it satisfactorily, or it is outside the responsibilities designated to the Duty Harbormaster by this Tariff, contact shall be made with the Harbormaster or the Port Director for resolution.

RULE 310: RESERVATIONS FOR CRUISE VESSELS

CPA will accept requests for advance reservations for cruise ships on a "first come, first served basis" or by contract and will protect a day or dates for berths and other specialized facilities as needed. Advance arrangements are to be made by the ship's agent with the Harbormaster. Notwithstanding the above, CPA reserves the right, through the Harbormaster, to assign berths and/or change the assignment of berths already reserved for the best utilization of Port facilities taking into account any and all elements which CPA, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Ships requiring berths due to weather, medical or any other request should contact the Harbormaster as soon as possible. CPA shall not be responsible for delays to vessels in berth or seeking berth or be responsible for damages resulting from delays to vessels, regardless of cause.

RULE 315: RESERVATIONS FOR VESSELS OTHER THAN CRUISE

CPA reserves the right to provide preferred berthing by written contract and to liner services that maintain a regular schedule. All vessels shall be assigned berthing facilities by the Harbormaster on a first come, first served basis, upon submission of a completed Vessel Berthing Request. All vessels shall be assigned to berths in the order of arrival at the sea buoy and in which they declare themselves as ready to commence work immediately upon arrival at berth. Notwithstanding the above, CPA reserves the right through the Harbormaster to assign berths and/or change the assignment of berths already reserved for the best utilization of Port Canaveral facilities taking into account any and all elements which CPA, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Cargo vessels loading or unloading are limited to seventy-two (72) hours at berth when another vessel is awaiting the same berth with a confirmed Vessel Berthing Request. The Harbormaster may make an exception to this Rule to allow continued berthing. CPA shall not be responsible for delays to vessels in berth or seeking berth or be responsible for damages resulting from delays to vessels, regardless of cause.

RULE 320: CHANGE OF LOCATION OF VESSELS

Any vessel, boat, barge, or other watercraft must at all times have on board a person in charge with authority to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce or for the protection of other vessels or property. The Port Director or Harbormaster is hereby authorized and directed to order and enforce the removal or change of location of any vessel, boat, barge or other watercraft at its own expense, to such place as the Port Director or Harbormaster may direct, for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the master, owner or agent of such vessel to fail, neglect or refuse to obey any such orders of the Port Director or Harbormaster.

If there is no responsible person available, or if the person in charge refuses to shift the vessel as directed, the CPA may have the vessel shifted at the risk and expense of the vessel owner or operator.

RULE 325: PILOT CONTROLS AND REGULATIONS

All pilots or deputy pilots must be licensed or indentured by the State of Florida Pilot Commission. It is required for foreign vessels and all coastwise vessels, except those United States coastwise vessels which have on board a pilot licensed by the United States Government. If a vessel is sailing to a foreign port or arriving

from a foreign port, it will have to engage a pilot licensed or apprentice pilot indentured by the State of Florida Pilot Commission for Port Canaveral, Florida, even though a United States licensed pilot is on board. All pilot service herein provided shall be by contractual arrangement running solely between the pilot engaged by the vessel and the vessel, its agents, and owners. CPA and the State of Florida Pilot Commission are not part of a contract arrangement.

All vessels shall have a licensed state pilot or certificated deputy pilot on board to direct the movements of vessels when entering or leaving Port Canaveral, except as otherwise provided in § 310.141, Florida Statutes. Exceptions include vessels exempted by the laws of the United States and monohulled vessels and certain multihulled vessels which draw less than 7' of water.

All Port pilots, including those holding a United States license, shall obey the directions given by the Port Director, Harbormaster in all particular instances as to vessel movement on the waters under jurisdiction of the CPA, either inbound or outbound, berthing, re-berthing, with regard to any vessel movement coordination and safety issues concerning these vessel movements. Any party failing to so obey any such direction of the Port Director or Harbormaster shall lose their privilege to operate as a pilot at Port Canaveral, and such may be enforced by injunction or otherwise.

Pilotage services are provided in Port Canaveral by the Canaveral Pilots Association. See **Addendum C** for contact information. For information regarding pilot(s) licensed by the United States Government, contact the Harbormaster Office.

RULE 330: DECK WATCH

All vessels moored to CPA operated wharves shall maintain a live deck watch and monitor VHF Channels 12 and 16 with the capability of communicating in English. The Port Director may require any vessel berthed at private leaseholds to maintain a live deck watch and have an English-speaking person to monitor VHF Channels 12 and 16.

RULE 335: LIGHTS

All vessels, while within the jurisdictional waters of Port Canaveral, shall display proper navigation lights between sunset and sunrise and during periods of restricted visibility (fog, rain, haze, etc.) in accordance with the U.S. Coast Guard Navigation Rules. The use of flashing, occulting, or revolving lights is prohibited except where expressly allowed by law.

RULE 340: MOORING

The master and crew of each vessel shall, at all times, ensure that their vessel is secured to the wharf utilizing mooring lines in sufficient number, positioning, strength, and condition. The crew shall tend to their vessel's mooring lines for the duration of the vessel's dockage as needed in order to accommodate for changes in weather conditions, changes in tide, and passing vessels. Additionally, all vessels must comply with any mooring arrangement recommendations as given by the Harbormaster, and/or Duty Harbormasters.

RULE 345: UNDER KEEL CLEARANCE AT BERTH

Any vessel berthed alongside any dock or seawall within Port Canaveral shall at all times maintain an under-keel clearance of at least six (6) inches between the lowest protrusion of the vessel and the sea bottom regardless of tidal conditions.

RULE 350: SPEED

The waters of Port Canaveral are designated as "slow speed, no wake" zone. In accordance with § 327.33, Florida Statutes, it is unlawful to operate a vessel without regard to posted speed and wake restrictions or other waterborne traffic, in a reckless manner, in a manner that endangers persons or property, including other vessels or structures, or in a manner causing wake damage.

RULE 355: ANCHORAGE

It shall be unlawful for any person, company, or corporation whether as principal, servant, agent, employee or otherwise, to anchor any vessel, barge, boat, or other watercraft of any kind in any of the turning basins or channels in Port Canaveral without permission from the Port Director except in cases of actual emergency. Vessels anchoring under emergency conditions will report to the Port Director and the Canaveral Pilots Association immediately with a full statement of the circumstances. Violators will be charged five hundred dollars ($500.00) per day or any portion thereof, or twice the dockage charge, which would be applicable to the vessel, whichever is greater. Vessels authorized by the Port Director to anchor in Port Canaveral will be charged the dockage charge which would be applicable to that vessel.

RULE 360: COLLISION / ALLISION

In the event of a collision between two (2) vessels or an allision between a vessel and any wharf, dock, pier or other structure, a written report of such incident shall, be immediately reported to the Harbormaster for determination and instructions. A written report of such collision/allision made by the master, owner or agent involved is required to be furnished to the Port Director within twenty-four (24) hours after the collision/allision. In the event of a collision/allision where a vessel is under way and proceeding to the open sea with no need of repair, said report may be mailed by the master, owner, or agent of said vessel from the next port which it enters.

RULE 365: ENGINE IMMOBILIZATION

Masters, owners, or agents of vessels intending to immobilize the main engines of their vessels at CPA wharves shall submit a formal immobilization request to the Harbormaster a minimum of forty-eight (48) hours in advance of said vessel's estimated time of arrival. In the event that another vessel requires berthing at an immobilized vessel's berth for the purpose of actively working cargo, the Harbormaster will require the immobilized vessel to shift. All charges associated with said shift shall be at the expense of the Master, owner, or agent. In order to accommodate such shifts, as well as potential emergency movements, an immobilized vessel shall have a sufficient number of crew onboard and also towing lines rigged on the offshore side of the immobilized vessel's bow and stern.

RULE 370: OBSTRUCTION OF NAVIGATION

No substance that will form an obstruction to navigation or become a nuisance shall be deposited in the waters of Port Canaveral.

RULE 375: SALVAGE OPERATION

Prior to the commencement of salvage operations, individuals and/or businesses desiring to perform salvage operations within the waters of Port Canaveral will be required to furnish CPA with a performance bond ensuring that the salvage operation will be performed expeditiously and to the satisfaction of federal, state, and local authorities. The Port Director is authorized to determine and fix the amount of the required performance bond on a case by case basis.

RULE 380: UNDERWATER DIVING OPERATIONS

Underwater diving operations are prohibited within the confines of Port Canaveral except when authorized by the Harbormaster. Those involved with an authorized dive operation must notify the Harbormaster immediately prior to commencing diving operations, as well as at the conclusion of diving operations. Additionally, those involved with an authorized dive operation must have personnel onsite at the dive site that will monitor VHF Channel 12, as well as display proper dive flags throughout the duration of the dive. Furthermore, authorized diving operations must comply with all standing U.S. Coast Guard policies and regulations.

For purposes of this Rule the confines of Port Canaveral are defined as including all water east of the Barge Canal Lock through the Jetties to the Atlantic Ocean.

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This Rule does not apply to waters under the control of the United States Navy, United States Army Corps of Engineers, or to the U.S. Coast Guard.

RULE 385: HOT WORK

Hot work is prohibited on CPA wharves except when authorized by the Canaveral Fire Rescue. For information on obtaining a hot work permit, contact the Harbormaster Office.

SECTION 400 FACILITIES

RULE 400: ABANDONED CARGO

Any cargo on which charges have not been collected within ninety (90) days shall be considered abandoned cargo. CPA reserves the right to remove any or all such property to another part of the premises or remove it and place it in storage off of CPA premises at the risk and expense of the owner. CPA may retain possession of the property until all charges have been paid. In any instance, when the Port Director determines final abandonment of cargo, such cargo may be disposed of by CPA.

RULE 405: CLEANLINESS

All vessels, their owners or agents, and all other users of CPA property, facilities, or equipment, shall be held responsible for keeping CPA's property, facilities, and equipment in a clean and orderly manner to the satisfaction of CPA. CPA's property includes, but is not limited to, its berths, piers, adjacent aprons, and gutters, drains and drainage facilities, entryways, and roadways. Failure to comply with this requirement, or to make reasonable progress within twenty-four (24) hours of receipt of notice thereof, will result in the user being charged five hundred dollars ($500.00) for each calendar day or portion thereof the property, facility or equipment is not cleaned. In addition to such charge, CPA reserves the right to do any required cleaning and charge the user the cost of such cleaning plus 20%.

RULE 410: DAMAGES TO PORT PROPERTY OR PROPERTY OF OTHERS

Users of CPA facilities shall be held responsible for all damage to property, facilities and equipment caused by them, their employees, agents, or contractors, or resulting from the use of CPA property and facilities. CPA's property includes, but is not limited to, its berths, piers, adjacent aprons, and gutters, drains and drainage facilities, entryways, roadways, and waterways. It is the responsibility of the users to immediately notify the Port Control and the Harbormaster of damages to property, facilities, or equipment caused by or arising out of their use and to confirm same in writing within three (3) working days.

Any damage caused by the vessel to the wharf or equipment for any reason shall be the responsibility of the master and the owner of the ship causing the damage. CPA shall be able to detain the ship until it has received a satisfactory guarantee for payment of the amount of the damage caused or a reasonable estimate thereof.

All repairs of damage to buildings, structures, equipment, etc. will meet current building and safety codes and shall be completed to CPA's satisfaction. CPA reserves the right to repair said damages and bill the user the cost of such repair plus 20%. Failure to notify the Port of any damage to the facilities will result in the user being charged the cost of such repairs plus 50%.

RULE 415: MAXIMUM LOAD / HEIGHT OF CRANE CARGO IN SHEDS ON WHARVES AND FACILITIES

CPA reserves the right to specify the maximum load that may be placed on its wharves and facilities, and the manner in which single heavy pieces shall be moved over said wharves and facilities and also reserves the right to specify the maximum height to which any commodity may be stacked or piled. A formal request for approval of such crane and heavy lift cargo movements shall be submitted to the Harbormaster Office and

the Engineering Department a minimum of 2 business days in advance of said movement. Upon receipt of the request, an engineering analysis will be completed to determine if the wharves and facilities can support the weight of a crane lift, cargo, handling, or transport equipment, either individually or combined, CPA will charge three hundred and ~~twenty five~~ forty dollars ($3402~~5~~.00) for the engineering analysis, to either the crane operator, agent, stevedore, or tenant. Crane service companies must be permitted to conduct business at Port Canaveral per **Rule 1315** and carry insurance coverage in accordance with the Insurance Supplement, **Addendum A**.

RULE 420: SIGNS

Painting signs on structures belonging to CPA is prohibited without prior approval. Signs to be erected on the Port shall be furnished by the Port users and erected or placed by the user after the Port Director has approved the design material and size of said signs. All signs shall be uniform and are subject to CPA sign regulations.

RULE 425: VEHICLES ON FACILITIES

No owner or operator of any automobile, truck, trailer, or other vehicle may allow the vehicle to remain parked on any CPA secure or restricted facility for a period longer than is necessary for loading or unloading. Overnight parking is only authorized in approved commercial staging areas. Any vehicle in violation of this Rule may be towed at the owner's expense at cost plus 20%. CPA shall assume no responsibility for costs or damages associated with the removal and/or storage of unauthorized, improperly, or illegally parked vehicles. Parking will be administered by code enforcement officers in accordance with CPA rules and regulations.

RULE 430: WHARF OBSTRUCTION

Stevedore's tools, appliances and equipment, vehicles, cranes or any other material or object, including cargo when not actively loading or unloading, will not be permitted to remain, or be stored on the aprons wharves, wharf premises, driveways, roadways, or other locations that would hamper normal Port operations without prior approval of the Port Director. If removal is ordered and the removal order is not adhered to, such material will be removed and stored at the owner's costs plus 20%.

SECTION 500 SECURITY, SAFETY, AND ENVIRONMENTAL

RULE 500: DISCHARGING / THROWING TRASH, REFUSE AND/OR GARBAGE INTO WATERWAYS

It shall be unlawful for any person, company or corporation to deposit, place or discharge into the waterways of Port Canaveral either directly or through private or public sewers, any sanitary sewage, garbage, dead animals, gaseous liquid or solid matter, petroleum product, calcium or carbide, trade waste, tar or refuse, ship engine exhaust scrubber washwater effluent discharge, or any other matter, which is capable of producing floating matter or scum on the surface of the water, sediment on the bottom of the waterways, turbid water within the water column, or the odors and gasses of putrefaction. In addition, all applicable federal, state, and local laws, rules, or regulations pertaining to air and water pollution shall be rigidly observed.

Vessels discharging oil from bilges or tanks into the waters of Port Canaveral will be reported to the U.S. Coast Guard. All vessels, their owners or agents, and all other users of CPA facilities, shall be held responsible for any such discharges caused by them.

CPA reserves the right to undertake any assessment or corrective action deemed necessary or prudent to protect public health or property. The cost of assessment and corrective action plus 50% will be assessed to vessel causing such discharge.

RULE 505: EMERGENCIES

Anyone who becomes aware of an emergency within the jurisdictional boundaries of the Port should call 911 or notify the Port Control Center (see **Addendum C**) while taking such measures as may be appropriate.

In case of fire on board a vessel docked in Port or on the wharf at which the vessel is berthed, such vessel shall sound repeated long blasts of its whistle or siren, each blast to be from four (4) to six (6) seconds duration, to indicate a fire.

RULE 510: EXPLOSIVES

Explosives and hazardous or highly inflammable commodities or material may be handled over or received on the wharves or other facilities of CPA by special arrangements with and at the option of the Port Director. Handling of such commodities or material shall be conducted in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations and approved by the Canaveral Fire Rescue and U.S. Coast Guard.

RULE 515: HAZARDOUS MATERIALS

All Port users/tenants will be held responsible for compliance with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the transportation, storage, disposal, use and handling of hazardous materials. Any user/tenant transporting, storing, disposing, using, or handling hazardous material shall indemnify and hold CPA harmless from all damages, claims, and expenses including attorney fees resulting from the presence of such material at or near the Port Canaveral. No provision or rule relieves or limits the violators' liability for their own negligence.

RULE 520: INCLEMENT WEATHER

Port Canaveral is not a suitable refuge for either hurricanes or tropical storms. Port Canaveral is a port of significant national and regional importance and efforts must be taken to mitigate damage which may be caused by a severe weather event. All Port Canaveral users must comply with storm preparation directives and evacuation orders given by CPA, the U.S. Coast Guard, Brevard County Sheriff's Office, and Canaveral Fire Rescue. For additional information refer to CPA's website at http:/www.portcanaveral.com/About/Severe-Weather-Awareness or contact Public Safety and Security, see **Addendum C**.

Vessels greater than 500 gross tons desiring to remain in the Port during a hurricane or tropical storm must request and receive permission from the CPA and U.S. Coast Guard Sector Jacksonville. CPA may require vessels greater than 500 gross tons that have been approved by the U.S. Coast Guard to remain in Port to shift berths for operational or safety reasons.

Vessels under 500 gross tons may not remain in Port, including in the waterways of marinas, and shall be promptly removed from the waters of the Port by the vessel owner(s), upon issuance of an evacuation order by CPA.

The CPA may issue penalties to vessel owners or operators for violations of this Rule in an amount not to exceed the amount prescribed in § 313.22(3), Florida Statutes. The owner or operator of any vessel that has not been removed from the waterway of the marina, pursuant to an order from CPA, after the hurricane watch has been issued, may be subject to a fine in an amount not exceeding three times the cost associated with removing the vessel from the waterway.

Additionally, all tenants and users of Port Canaveral wharves and facilities shall be responsible for adequately securing all cargo, materials, and equipment that may cause personal injury and/or property damage in the event of a hurricane, tropical storm, or any other severe weather event. In the event any cargo, materials, or

equipment are not stored and secured in accordance with requirements issued by the CPA, the CPA may take appropriate measures to secure the items and charge the tenant or user at cost plus 20%.

The CPA assumes no responsibility or liability for any injury or damage to persons, property, cargo, materials, or equipment resulting from hurricanes, tropical storms, or other severe weather events.

RULE 525: LOITERING

Loitering in or around restricted areas of the CPA shall be prohibited. Unauthorized presence within a restricted area constitutes a breach of security.

RULE 530: MARPOL ANNEX V

All persons including vessel owners, agents, stevedores, truckers, chandlers, ship repairers, oil vendors, tenants of CPA and any public or private company entering CPA property shall comply with the U.S.C.G. (PL 100-220) MARPOL Annex V code regarding disposal of plastic, vegetable, and medical waste. Contact CPA forty-eight (48) hours in advance of vessel arrival for list of A.P.H.I.S. approved reception facilities.

RULE 535: NO SMOKING

It shall be prohibited for any person to smoke or light any match upon Port wharves or in the immediate vicinity of vessels containing, loading, or discharging explosives or dangerous cargo and/or any other area where such is prohibited by CPA, Canaveral Fire Rescue, or the U.S. Coast Guard.

RULE 540: NUISANCE DISCHARGE CREATED BY VESSELS

Throughout the duration of a vessel's stay in Port Canaveral, it is prohibited to emit excessive smoke, perform incineration activities, blow tubes, or clean boilers and/or shipboard cargo tanks/holds, or otherwise create nuisance discharge. All necessary measures to prevent emitting excessive soot, ash, or dark smoke from engine exhaust and/or ancillary shipboard machinery shall be taken. Additionally, the discharge into Canaveral harbor of black or gray water, or ballast water, unless such ballast water has been treated using an approved, properly functioning on board ballast water treatment system is prohibited. The vessel owner/operator and/or its local agent shall be held as the responsible party for any violation of this Rule. Nuisance discharge notifications shall be directed to both the Harbormaster and the Environmental Department, see **Addendum C**. Any nuisance discharge notifications received by the Harbormaster Office and the Environmental Department will be investigated in order to inform or, when necessary, issue warnings to a vessel and/or its local agent for any violation(s), and/or reporting to appropriate regulatory authority.

RULE 545: REGULATED AND HAZARDOUS SUBSTANCE SPILL RESPONSE READINESS

All companies and governmental entities transporting and handling petroleum-based fluids within Port Canaveral, or over any wharf or bulkhead must provide a current Discharge Prevention and Response Certificate as required by § 376.065, Florida Statutes, and demonstrate the number of trained personnel and containment and recovery equipment, as required by a response, and as identified in the Federal Pollution Act of 1990, is adequate for the performance of their respective Port operations. Should such companies or entities utilize its membership in the Port Canaveral-Brevard County Spillage Cleanup Committee, Inc. to demonstrate compliance for any part of these requirements, such membership must be maintained in good standing. Contact the Environmental Department (see **Addendum C)**. Each company or entity must also have insurance coverage based upon the circumstances of response in accordance with the Insurance Supplement, **Addendum A**.

In the event of any regulated or hazardous substance being released or discharged on, under, or within CPA's facilities or into the waterways of Port Canaveral, the vessel, its owner(s) or agent(s), or the user(s) of CPA facilities shall be held responsible for any such release or discharge caused by them. The responsible party

shall immediately follow notification procedures in accordance with **Rule 505,** in addition to notifying all regulatory agencies requiring notification. The responsible party, at its sole expense, also shall immediately take all necessary remedial mitigation and clean-up actions in accordance with applicable federal, state, and local laws, rules, and regulations. Any regulated or hazardous substance entering or having the potential to enter navigable waters must be reported immediately to the U.S. Coast Guard National Response Center (NRC). The phone number for the NRC is: 1 (800) 424-8802. CPA reserves the right to undertake any assessment or corrective action deemed necessary or prudent to protect public health or property. The cost of assessment and corrective action plus 50% will be assessed to the responsible party causing the release or discharge.

RULE 547: VESSEL HULL CLEANING AND MAINTENANCE OPERATIONS

No vessel docked at Port Canaveral shall perform hull cleaning and/or maintenance operations, sandblasting, or painting without the prior written approval from the Environmental Department. Any vessel, agent, person, or company desiring to perform such activities shall make a request for authorization in writing to both the Harbormaster and the Environmental Department (see **Addendum C**). The request shall contain the following: a detailed description of the activities to be performed; the vessel's biocide-free anti-fouling coating certificate(s); and the materials and protection measures to be used. The following are strictly prohibited in the Port Canaveral harbor: 1) the performance of hull cleaning and maintenance operations on a vessel which utilizes a biocide containing anti-fouling coating; and 2) chipping, scaling, or otherwise removing paint from a vessel hull into the waterways.

RULE 550: REMOVAL OF WASTE AND CONTAMINATED OILS

Contact the Harbormaster Office for a list of companies to contact for such service.

RULE 555: RESTRICTED ACCESS AREAS AND SECURE / NO TRESPASS ZONES

CPA has designated secure and restricted areas within the Port in accordance with Florida Statute § 311.12. These areas shall be clearly marked and indicate that unauthorized access is prohibited and constitutes a breach of security. In addition, security zones are established 100 yards around all tank vessels, cruise ships, and military pre-positioned ships within the Port jurisdictional area and shall be enforced in accordance with the provisions of Florida Statute § 327.461.

RULE 560: RESTRICTIONS REGARDING WASTE DISPOSAL PRACTICES FOR PASSENGER VESSELS

All passenger vessels operating from, or calling on, Port Canaveral are expected to abide by the waste disposal guidelines within the Cruise Industry Waste Management Policy outlined in the Memorandum of Understanding (MOU) between the International Council of Cruise Lines (ICCL) [now known as the Cruise Lines International Association (CLIA)], Florida-Caribbean Cruise Association (FCCA) and the Florida Department of Environmental Protection (FDEP) as subsequently amended and any other applicable international, federal, state and local environmental regulations. The MOU is available on the FDEP website (see https://floridadep.gov/sites/default/files/cruiselineMOU12-06-01.pdf). Waste disposal guidelines are available on the Cruise Lines International Association (CLIA) website.

RULE 565: SECURITY DISTANCES BETWEEN VESSELS

Security zones are established 100 yards around all tank vessels, cruise ships, and military ships while the vessels are within the jurisdictional waters of the CPA. Entry into these zones is prohibited except as authorized by the U.S. Coast Guard. Security zones shall be in effect whether the vessel is in transit or at berth.

RULE 570: SECURITY SERVICES

In accordance with the Maritime Transportation Act ("MTSA"), the CPA may require Port Tenants, clients, and users to provide security services to monitor cargo or other property under their care, control, or management. This shall include, but not be limited to, all cargo and properties encompassed by a tenant leasehold or site-specific facility security plan ("FSP").

Port Tenants, clients, or users who are regulated by the U.S. Coast Guard under the purview of a site-specific FSP shall be wholly responsible for establishing terminal security services in accordance with the provisions of their site-specific plan.

In the event a user does not have an approved FSP or has requested and been granted permission by the CPA Facility Security Officer to use the Port's FSP, or for all operations at North Cargo Berth 8 (NCB8) the user shall comply with all provisions of the regulations and procedures set forth in the Port's FSP. The user of the Port's FSP is responsible for Terminal Security Services in accordance with **Rule 571.**

CPA reserves the right to charge the user any administrative or civil penalty, fee, or fine assessed due to failure of the user to comply with the provisions of the MTSA and/or the Port's approved FSP. This charge shall include the actual cost, including any legal fees associated therewith, plus 20%.

Organizers of a special event or any activity for which there is an anticipated or actual need for enhanced or specialized security services shall be required to provide adequate security services, as determined by CPA, for the duration of such event or activity, and at the organizer's sole cost and expense. CPA reserves the right to charge the organizer for providing such enhanced or specialized security services, in the event adequate security services are not provided by the organizer, as determined by CPA.

Security services required by this Rule shall be provided by a contract provider of security services permitted by the CPA per **Rule 1315**. Such services shall be in accordance with the requirements of Chapter 493 of the Florida Statutes as amended. In addition, security services shall carry insurance coverage in accordance with the Insurance Supplement, **Addendum A**.

RULE 571: TERMINAL SECURITY SERVICES

When required by the Port's U.S. Coast Guard approved FSP, terminal security shall be provided by a contract provider of security services permitted by the CPA per **Rule 1315**. CPA Harbormaster shall be notified a minimum of forty-eight (48) hours in advance. Services requested with less than twenty-four (24) hours notice will be charged at the Weekend/Holiday rate. Terminal Security will be billed at a minimum of four (4) hours per guard.

Description	Hourly Rate
Normal Business / Meal Hours	$32.00
Weekends and Holidays	$40.00

NOTE: Guard requirements will be dependent upon assigned berth. Terminal Security Services are subject to applicable taxes.

RULE 572: SECURITY SURCHARGE

A surcharge will be billed to offset cost of compliance with federal, state, and local security regulations and laws in the amount of 3% of total dockage charged for all vessels berthing at CPA maintained facilities with an LOA over 100 feet (excluding cruise/passenger vessels). This surcharge will be assessed in addition to all other fees within the Tariff.

RULE 573: MARINE STANDBY FIRE PROTECTION FOR LNG TRANSFER

Canaveral Fire Rescue is required to be on marine standby during all liquefied natural gas (LNG) transfer operations including, but not limited to, delivering LNG across the wharf and vessel bunkers. The following marine standby charges shall be ~~billed to the steamship agent~~ for LNG delivered across the wharf and ~~to the permitted mobile fuel vender for~~ vessel bunkers:

Description	Hourly Rate
Marine Standby Fire Protection	$1655~~50~~.00

Requests for all LNG operations must be made to the CPA Harbormaster, CPA Public Safety and Security Department and Canaveral Fire Rescue at least seventy-two (72)~~48~~ hours in advance of the intended operations. In the event of a cancellation, a notice of less than forty-eight (48) hours will result in ~~, the operator shall be subject to~~ a charge of four (4) hours of Marine Standby Fire Protection.

RULE 574: TWIC ESCORT FEES

CPA reserves the right to require and provide escort services for non-TWIC holders with approved business purposes on Port property within the Port's designated secure and restricted areas. The CPA's Director of Public Safety and Security, or ~~his/her~~ designee, is authorized to consider individual cases which do not compromise the intent of this Rule, violate federal or state laws, or increase safety and security risks. The authorized TWIC escort must continuously remain side by side with the non-TWIC holder in a manner sufficient to observe the activities in which the escorted access was granted. See **Addendum C** for contact information. Reference **Rule 200** for the Port's recognized working hours.

Description	Hourly Rate
Normal Business Hours	$50.00
Weekends and Holidays	$75.00

RULE 575: SOLICITATION

It shall be unlawful for any person to solicit or carry on any business on CPA property without first obtaining authorization from the Port Director and will be subject to having required occupational licenses.

RULE 577: UNMANNED SYSTEMS (DRONES)

~~Operation or control, or assisting or permitting the operation or control, of any unmanned system upon lands owned by the Canaveral Port Authority is prohibited without prior authorization from CPA. Unmanned systems include aircraft or watercraft drones, including communication links and the components used to control them. Requests for authorizations must be made to the CPA Public Safety and Security Department at least 48 hours in advance of the intended operation. Persons found in violation of this Rule may be subject to trespass from CPA property.~~Port Canaveral is designated as a critical infrastructure facility as defined in §330.41, Florida Statutes. It is a misdemeanor to knowingly or willfully operate a drone over the lands or waterways of Port Canaveral, allow a drone to make contact with or come within a distance close enough to interfere with the operations or cause a disturbance to the Port, without the prior written consent of the CPA or unless otherwise exempt. *See* §330.41(4)(c), Florida Statutes. Operation of a watercraft drone in the waters of Port Canaveral is also prohibited without prior written consent of the CPA. Requests for

authorization must be made to the CPA's Public Safety and Security Department (See Addendum C) at least 48 hours in advance of the intended operation. Persons found in violation may be subject to trespass from CPA property.

SECTION 600 DOCKAGE: RULES AND RATES

RULE 600: BASIS OF CHARGE

Dockage shall be based on the length overall of the vessel or the highest gross registered tonnage. Length overall is the linear distance as expressed in feet of the extreme length of the vessel. Lloyd's Register of Shipping shall be used in determining the length overall of a vessel. If vessel is not in Lloyd's registry, then the vessel will be required to show a Certificate of Registry. However, the CPA reserves the right to admeasure any vessel when deemed necessary and use such admeasurements as the basis for dockage.

RULE 605: DURATION OF CHARGE

Dockage is calculated per twenty-four (24) hour period and begins when a vessel is secured to a wharf, pier, bulkhead structure or alongside another vessel so berthed and each 24 hours or portion thereof constitutes as an additional day's dockage. Dockage is based on straight running time and shifting from one adjoining berth to another shall not interrupt the straight running time.

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RULE 610: DOCKAGE CHARGES EXCEPT GOVERNMENT AND CRUISE VESSELS

Over	But not more than	Charge per 24-hour day per LOA, in feet
0	~~225~~300	$~~2.87~~3.48
~~226~~	~~250~~	~~$3.41~~
~~251~~	~~275~~	~~$4.02~~
~~276~~	~~300~~	~~$4.33~~
301	325	$4.5~~90~~
326	350	$4.~~89~~5
351	375	$5.40~~29~~
376	400	$5.65~~54~~
401	425	$6.16~~04~~
426	450	$6.72~~59~~
451	475	$7.41~~26~~
476	500	$7.72~~57~~
501	525	$8.27~~11~~
526	550	$8.60~~43~~

Over	But not more than	Charge per 24-hour day per LOA, in feet
551	575	$9.38~~20~~
576	600	$10.02~~9.82~~
601	625	$11.29~~07~~
626	650	$11.74~~51~~
651	675	$12.06~~11.82~~
676	700	$12.61~~36~~
701	725	$12.94~~69~~
726	750	$13.31~~05~~
751	775	$13.55~~28~~
776	800	$14.33~~05~~
801	& Over~~825~~	$15.35~~14.90~~
~~826~~	~~850~~	~~$15.32~~
~~851~~	~~& Over~~	~~$16.16~~

RULE 615: DOCKAGE CHARGES GOVERNMENT VESSELS

For U.S. Government owned public vessels regularly based, visiting and/or operating from Port Canaveral and in Port either frequently or infrequently:

Per gross registered tonnage, per 24-hour day or fraction thereof	$0.36~~5~~
U.S. Navy vessels or foreign naval vessels making infrequent visits of short duration for recreation or open house, will be on a space available basis with prior written approval	NO CHARGE

Government vessels not engaged in commerce, may be granted an exemption or reduction in rates at the discretion of the Port Director.

RULE 620: DOCKAGE CHARGES CRUISE VESSELS

Dockage charges for cruise vessels are provided in the tables below. The minimum dockage charge for multiday cruise vessels is $5,500~~150~~.00.

Per gross registered tonnage, per 24-hour day or fraction thereof	$0.2730~~600~~

620.1 One (1) Day Gaming Vessels

One (1) day gaming vessels homeported at Port Canaveral with 200 or more sailings per year	$1.18~~4~~ per 24-hour day per LOA, in feet

RULE 625: DOCKAGE CHARGES BUNKERING

All vessels calling at Port Canaveral for the purpose of bunkering only and remaining on berth for less than twenty-four (24) hours will be charged dockage at 75% of the current Tariff rate or the minimum dockage rate, whichever is greater.

RULE 630: DOCKAGE FOR TUG AND BARGE BUNKERING

Tugs and barges engaged in bunkering only for cruise and cargo vessels will be charged dockage at 75% of the current Tariff rate or the minimum dockage rate, whichever is greater.

RULE 635: COMMERCIAL LAYBERTH

Upon application to and acceptance by the Port Director for a layberth rate, and subject to availability of a suitable berth, vessels that are in Port for reasons other than for cargo or cruise operation:

Days 1-7 will be charged dockage at a rate of 100% of the current Tariff rate.
Days 8-30 will be charged dockage at a rate of 75% of the current Tariff rate.

Requests for layberth must be submitted to the Port Director by the ship agent, in writing, within seventy-two (72) hours of the vessel's departure from Port Canaveral. Vessel lay-up in excess of thirty (30) days shall be by contract only.

RULE 640: CRUISE REFURBISHMENT

Upon application to and accepted by the Port Director and subject to availability of a suitable berth, cruise vessels in Port for refurbishment prior to commencement of or resuming cruise operations from Port Canaveral will be charged dockage at the rate of 75% of the current Tariff rate unless expressly waived in whole or in part by the Port Director.

RULE 645: MINIMUM DOCKAGE EXCEPT CRUISE VESSELS

Except as provided in **Rule 620**, the minimum dockage invoice will be as follows:

Per 24-hour day or fraction thereof	$~~334.49~~344.52

RULE 650: DOCKAGE FOR UNAUTHORIZED BERTHING

Any vessel berthed in an unauthorized manner or shifted without approval of CPA shall be subject to dockage in an amount equal to twice the current Tariff rate.

The Port Director may issue a written exemption to this Rule, and may impose further restrictions, up to and including banning vessel docking, berthing, or mooring for safety, security, environmental or severe weather conditions that threaten the Port's infrastructure, commerce, or the navigational channel. Violations will be subject to penalties and will be enforced by appropriate authorities and the Harbormaster.

SECTION 700 WHARFAGE: RULES AND RATES

RULE 700: BASIS OF CHARGE

Wharfage shall be based on the cargo type and rates provided below. Unless otherwise noted, fractional tons will be used when calculating wharfage. For example, if the manifest indicates 2,500 pounds, wharfage rates will be computed at 1.25 tons.

Where wharfage is denoted as weight or measurement (W/M), rates shall be charged on the basis of weight (per ton) or measurement (per 40 cubic feet), whichever produces the greater revenue. The number of cubic feet in the measure is determined using the number of cubic feet which could be contained within the largest 6-sided box (having all right angles) required to contain the cargo had the cargo been shipped in such a rectangular box.

RULE 705: CARGO WHARFAGE

Cargo Type	Charge	Rate Type
All Items not otherwise specified (NOS)	$3.650	W/M
~~Aggregate, construction related, bulk, NOS~~	~~$0.96~~	~~Per ton~~
Aluminum, ingots, or billets	$2.5144	Per ton
Automobiles and Motorcycles, New	$5.9679	Per unit
Automobiles and Motorcycles, Used	$7.4827	Per unit
Bananas/plantains	$1.8277	Per ton
Bulk, dry, NOS	$0.9896	Per ton
Bunkers, Liquefied Natural Gas (LNG) via pipeline, barge or truck	$0.576	CBM
Bunkers, petroleum via pipeline, barge or truck	$0.176	Per BBL
~~Cement~~	~~$0.96~~	~~Per ton~~
Citrus pellets	$0.532	Per ton
Containers/Empty	$2.392	Per unit
Containers/Loaded	$33.742.76	Per unit
Dry cargo, bagged and palletized, for use by the construction industry	$2.1408	Per ton
Dry cargo in supersacks	$1.761	Per ton
~~Fertilizer, bulk~~	~~$0.94~~	~~Per ton~~
Fresh fruit, vegetables, NOS	$2.6356	Per ton
Gypsum drywall	$2.2923	Per ton
Hardboard, plywood, veneers, fence, posts, logs-finished/unfinished, processed, unprocessed	$2.9789	Per ton
Juices, including concentrates and single-strength, and related products	$2.2519	Per ton
Kraft liner board, knockdown boxes/cartons/fiberboard, wood-pulp (baled/rolled)	$2.171	Per ton
Liquefied Natural Gas (LNG)	$0.576	CBM
Lumber-finished/unfinished, processed/unprocessed per 1,000 board feet	$2.991	Per MBF
Machinery, manufactured equipment or parts, NOS	$8.4622	W/M
Meat, poultry, fish, fresh or frozen	$2.8779	Per ton
Newsprint or paper products, NOS	$2.692	Per ton
Petroleum, petroleum by products loaded or unloaded through pipeline	$0.176	Per BBL
Pumice	$1.1108	Per ton

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Cargo Type	Charge	Rate Type
Recycled bins, empty, used for the transportation of juice and related products	No charge	
Salt	$1.3229	Per ton
Sand and sand products	$1.096	Per ton
Steel and Iron products, NOS	$2.3125	W/M
Steel and Iron, reinforced or rebar	$2.6255	W/M
Trucks, buses, tractors, trailers, road building equipment, oil/water drilling equipment (new or used) ~~(self-propelled or towed)~~	$26.5725.80	Per unit
Wastepaper/corrugated medium, old newspapers, white/color paper, envelopes/cloth/fabric/ clothes (compressed bundles or bales)	$2.5043	Per ton
Yachts & Boats, up to 25' LOA	$1.3128	Per foot
Yachts & Boats, greater than 25' LOA	$2.011.96	Per foot
Other commodities and volume discounts	By Contract	

NOTE: Any cargo loaded in vehicles/trailers are subject to separate wharfage charges and must be listed separately with separate weights, on manifests or cargo reports.

RULE 710: DELIVERY OF BUNKERS/PETROLEUM PRODUCTS BY BARGE/TRUCK

Vessel bunkers arriving by barge or truck and delivering bunkers to vessels moored to any CPA wharf or bulkhead will be charged the bunkers wharfage as specified in **Rule 705**. Failure to report delivery of bunkers/petroleum products will result in the following charges: Wharfage cost owed plus 20% inclusive of administrative fees and investigation costs.

RULE 715: PASSENGER WHARFAGE

Passenger wharfage charges are provided in the table below. The minimum passenger wharfage charge for multiday cruise vessels is $5,500~~150~~.00.

For ships engaged in multiday cruises:	
Passengers embarking from shore to ship (including security charge), per person	$13.33~~12.88~~
Passengers disembarking from ship to shore (including security charge), per person	$13.33~~12.88~~

For visiting cruise ships, not homeported at Port Canaveral:	
Passengers in transit (including security charge), per person	$13.33~~12.88~~

NOTE: Steamship Company officials riding on their own vessels shall be exempt from passenger wharfage charges.

RULE 720: MINIMUM WHARFAGE EXCEPT CRUISE VESSELS

Except as provided in **Rule 715**, unless otherwise specified in individual items, the minimum for any one shipment will be as follows:

Wharfage	$~~70.85~~72.98

RULE 725: SHIP'S STORES

No charge for wharfage will be made on ship's stores.

SECTION 800 STORAGE: RULES AND RATES

RULE 800: OVERFLOW PROPERTY RENTAL

Upon written approval by CPA, permitted stevedores, steamship agents and existing tenants may use overflow property for the purpose of marshaling and processing containers, break-bulk and other types of cargoes in connection with the loading and/or unloading of vessels. Overflow property may be used for a minimum period of fifteen (15) days to a maximum period of ninety (90) days. Minimum overflow property size is ½ acre. Such use shall be at the rates provided below and is subject to availability of space and approval of cargo types and volumes. Applications must be made at least two (2) business days in advance of the requested time period. Applications, protocols, and a listing of available locations are available from Business Development.

Property Type	Per 30-Day Period, Per Acre
Unimproved Property	$1,700~~475~~.00
Semi-improved Property (Gravel)	$2,150~~1,875~~.00
Improved (Paved)	$2,~~9~~600.00

NOTE: Property Rental is subject to applicable taxes.

Use of overflow property may be immediately terminated if the Port Director determines, in his/her sole discretion, that the occupancy or use is in violation of any provision of this Tariff. Users will be responsible for paying double the listed rates for failure to timely vacate the property in accordance with a termination notice issued under this Rule or upon expiration of the approved use period.

RULE 820: NON-SHIPMENT BY WATER

Cargo delivered on the Port and not loaded on a vessel berthed at Port Canaveral and subsequently moved inland from the Port is subject to wharfage (**Section 700**). Failure to report will result in the following charges: wharfage cost owed plus an amount equal to 20% for administrative fees.

SECTION 900 CRANE RENTAL: RULES AND RATES

RULE 900: CRANE RENTALS

The CPA reserves the right to provide either directly or pre-authorized (permitted) crane(s) for stevedoring operations throughout all Port facilities. As such, and when the CPA is in the position to provide adequate crane(s) for a specific operation, the CPA reserves the right to restrict the use of privately owned and operated cranes on Port facilities, except when granted permission by the Port Director or ~~his/her~~ designee. When

granted permission by the Port Director, or ~~his/her~~ designee, for a private crane to operate on Port facilities, reference **Rule 415**.

RULE 901: CPA CRANE DESCRIPTIONS

Crane Description	
CPA 1	Post Panamax STS Crane / North Cargo Berth 6
CPA 2	Post Panamax STS Crane / North Cargo Berth 6
CPA 10	Mobile Harbor Crane / North ~~Side~~ Cargo Berths
CPA 11	Mobile Harbor Crane / North Cargo Berths

CPA 1 and CPA 2 are Kocks Post Panamax container cranes with a certified operational load of 40 long tons. CPA 10 and CPA 11 are ~~is a~~ Liebherr, LHM 600, Mobile Harbor Cranes with a certified max lift capacity on rope of 154 metric tons, an 18-container reach and capable of handling bulk cargoes. For additional information, contact Cargo Operations, see **Addendum C**.

RULE 902: CPA CRANE RENTAL FEE

Monday through Friday, 0800 – 1200 and 1300 – 1700 (minimum 4 hours):

Equipment Type	Rate
Ship to Shore Gantry Crane Standby Time	$ 420.00
Ship to Shore Gantry Crane	$ 735.00
Mobile Harbor Crane (MHC) Standby Time	$ 420.00
Mobile Harbor Crane (MHC)	$ 735.00
Mobilization / Demobilization (1 hour each)	$ 365.00

Monday through Friday, 1701 – 0759, meal hour and Saturdays, Sundays, and holidays (minimum 4 hours):

Equipment Type	Rate
Ship to Shore Gantry Crane Standby Time	$ 470.00
Ship to Shore Gantry Crane	$ 785.00
Mobile Harbor Crane (MHC) Standby Time	$ 470.00
Mobile Harbor Crane (MHC)	$ 785.00

NOTE: Above rates include CPA certified Operator and Technical Crew.

RULE 903: CPA CRANE RENTAL REQUESTS / CANCELLATIONS

REQUESTS

Request for use of CPA Crane(s) shall be made no later than 1400 hours on the business day prior to the intended use. Requests for use on weekends or Mondays must be made on the prior business day by 1400 hours. Contact Cargo Operations for all crane requests.

CANCELLATIONS

Requests to modify or cancel reservations may be made by providing a four (4) hour notice to CPA Cargo Operations. If sufficient notice is not provided, the party making the rental arrangement shall be subject to a charge of two (2) hours for standby time.

SECTION 1000 ROLL-ON/ROLL-OFF TERMINAL: RULES AND RATES

RULE 1000: BUSINESS HOURS AND REGULATIONS FOR OPERATIONS

The normal business hours of the RO/RO Terminal shall be from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. (ET) Monday through Friday, excluding holidays. Work performed during hours outside of normal business hours will be subject to Labor Charges in **Rule 1015**. Reference **Rule 200** for the Port's holiday schedule. The Port Director shall have the authority to establish regulations for operations within the RO/RO Terminal.

RULE 1005: TERMINAL HANDLING CHARGES

RO/RO Cargo Type	Charge	Rate Type
Automobiles New or Used	$55.00	Per unit
Automobiles New or Used, Non-Running	$75.00	Per unit
Boats Cradled 20' or smaller, under 30,000 lbs.	$75.00	Per unit
Boats Cradled over 20', under 30,000 lbs.	$110.00	Per unit
Boats Cradled 30,000 lbs. and over	$195.00	Per unit
Forklift Units under 20,000 lbs. on pallet	$95.00	Per unit
Forklift Units 20,000 lbs. or over on pallet	$110.00	Per unit
Forklift or Craned Unit 20,000 lbs. or over	$210.00	Per unit
Mafi stuffing or un-stuffing	$125.00	Per unit
Static Loads and Rigged Units	$250.00	Per unit
Trucks/Buses/Rubber Tired Units under 10,000 lbs.	$80.00	Per unit
Trucks/Buses/Rubber Tired Units 10,000 lbs. and over	$160.00	Per unit
Track Units (Self-Propelled) under 20,000 lbs.	$155.00	Per unit
Track Units (Self-Propelled) 20,000 lbs. and over	$185.00	Per unit
Tow Units and Trailers under 20,000 lbs.	$95.00	Per unit
Tow Units and Trailers 20,000 lbs. and over	$150.00	Per unit

NOTE: If special services are required for the above, additional charges shall apply.

RULE 1010: FREE TIME AND TERMINAL STORAGE CHARGES

Description	Free Time	Storage Charges
Import Cargo	7 calendar days	$2.00 per day / per unit
Export Cargo	30 calendar days	$2.00 per day / per unit

RULE 1015: LABOR CHARGES

The following labor charges apply for vessel working hours only:

Description	Hourly Rate
Meal Hours / Overtime	$150.00
Standby	$150.00
Weekends	$200.00
Holidays	$250.00

NOTE: Weekends and Holidays require a minimum of 8 hours.

RULE 1020: TERMINAL SECURITY CHARGES

The following terminal security charges apply for vessel working hours only:

Description	Hourly Rate
Normal Business / Meal Hours	$320~~0~~.00
Weekends and Holidays	$4038~~38~~.00

NOTE: Guard requirements will be dependent upon assigned berth.

RULE 1025: SPECIAL SERVICE CHARGES

Description	Charge
Battery Jump (Automobiles)	$20.00
Battery Jump (Rubber and Tracked)	$45.00
Battery Full Trickle Charge	$35.00
Gate Charges for Non-exported Cargo	$50.00

NOTE: If additional special services are needed (e.g., crane lifts or rigging), see **Addendum C** for contact information. If an outside service provider is required for starting of non-running equipment, the charge billed will be the rate of the service provider plus a 10% administrative fee.

SECTION 1100 MISCELLANEOUS: RULES AND RATES

RULE 1100: CARGO / MILITARY LINE HANDLING

Only CPA employees shall be permitted on all wharves, berths and piers owned by CPA for the purposes of handling lines. However, for the purpose of safety and security reasons, active-duty military personnel will be permitted to handle the lines of any U.S. Navy or U.S. Coast Guard vessel. Lloyd's Register shall be used in determining the length overall of the vessel.

It is the responsibility of the Agent of Record to notify CPA two (2) hours prior to vessel arrival, shift, departure and/or cancellation for the purpose of line handling. In the event of a cancellation less than two (2) hours prior to departure, the Agent of Record shall be subject to a charge of one (1) hour for standby time.

When CPA is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Cargo/Military Vessels docking or undocking Monday through Friday, from 0800 to 1200 and 1300 to 1700:

Over	But not More than	Charge per Movement per LOA
0	275 ft.	$0.786
276	585 ft.	$0.9088
586 ft. & over		$0.964

Cargo/Military Vessels docking or undocking Monday through Friday, 1701 to 0759, meal hour and Saturdays, Sundays, and Holidays:

Over	But not More than	Charge per Movement per LOA
0	275 ft.	$1.120
276	585 ft.	$1.153
586 ft. & over		$1.242

NOTE: Vessels utilizing steel cables for mooring will be charged an additional 10% over current line handling rates.

Miscellaneous Line Handling Fees	Charge per Movement
Standby Time, regardless of time of day, per hour	$277.171.74
For use of vehicle tying up	$74.392.93

NOTE: Standby time shall be charged beginning 60 minutes after the original scheduled time for arrival, departure, or shift.

RULE 1105: CRUISE VESSEL LINE HANDLING

Only CPA employees shall be permitted on all wharves, berths and piers owned by CPA for the purposes of handling lines. Lloyd's Register shall be used in determining the length overall of a vessel. It is the responsibility of the Agent of Record to notify the CPA two (2) hours prior to vessel arrival, shift, departure and/or cancellation for the purpose of line handling. As shown in the tables below, homeported cruise vessels will be billed at 75% of the current Tariff rates. If the vessel fails to meet the minimum definition of Rule, the full rate will be assessed retroactively.

When the Port is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Cruise Vessel Line Handling Fees	Non-Homeport Charge per movement	Homeported Charge per movement
Vessels docking or undocking Monday through Friday, from 0800 to 1200 and 1300 to 1700	$988.48~~15.26~~	$~~686.44~~741.36
Vessels docking or undocking Monday through Friday, from 1701 to 0759, meal hour, Saturdays, Sundays, and Holidays	$1,486.53~~376.42~~	$1,114.90~~032.32~~

Miscellaneous Line Handling Fees	Non-Homeport Rate	Homeport Rate
Standby Time, regardless of time of day, per hour	$293.47~~71.74~~	$220.11~~03.81~~
For use of vehicle tying-up	$78.77~~2.93~~	$59.09~~4.71~~

RULE 1110: HARBORMASTER FEES

Harbormaster fees will be assessed against all commercial vessels entering the main ship channel and bound for loading, unloading, or berthing at commercial piers unless otherwise provided by lease or contract. Vessels shifting to non-adjoining berths will be charged as a new voyage and subject to additional Harbormaster fees unless at the direction of the Harbormaster.

Vessels up to 2,000 gross registered tons	$2160~~.00~~
Over 2000 gross registered tons	$32~~3~~5.00
Passenger vessels making daily cruises	$50~~48~~.00

RULE 1115: FRESH WATER

Charges for fresh water delivered to vessels or used at piers or wharves, shall be metered over the duration of dockage and- assessed as follows:

For vessels other than homeported cruise ships, per ton (240 gallons)	$~~2.68~~ 2.76
For homeported cruise ships, per ton (240 gallons)	$~~2.22~~2.29
The minimum invoice for freshwater charges per vessel shall be	$~~32.81~~33.79
Hookup fee	$~~73.66~~76.00
Overtime Hookup fee	$~~110.73~~114.00
Water fitting not returned, each	$~~163.69~~168.00

NOTE: Water usage will be rounded to the tens of gallons for all meters six inches and larger before conversion to tons.

RULE 1120: MEDICAL EMERGENCY VESSEL CALL

Any medical emergencies will be charged one (1) line handling fee and one (1) harbormaster fee if less than one (1) hour stay.

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RULE 1125: AUTOMOBILE PARKING FEES

Port Canaveral has designated areas for parking privately-owned vehicles at cruise ship facilities with rates as follows:

Parking, per day (includes arrival and date of departure)	$17.00
Oversize Vehicle Parking, per day (includes arrival and date of departure)	$29.00

NOTE: Parking Fees are subject to applicable taxes.

CPA reserves the right to charge rates other than those above for premium or preferred parking, incentives, prepaid parking, crew parking or vendor parking.

RULE 1130: TERMINAL USE FEE

CPA reserves the right to assess a terminal use fee when deemed necessary. Among the determining factors when assessing this fee will be the extraordinary nature and/or value of cargo, the dimensions and/or weight of the cargo, and the measures required to ensure transit through the terminals with minimal disruption of other terminal operations. CPA will advise the affected parties of this fee prior to the cargo transiting its terminal, including an estimate of the monetary amount to be assessed. This fee will be in addition to all other charges assessed by CPA, unless CPA decides otherwise.

RULE 1135: PUBLIC HEALTH AND SAFETY FEE

A fee will be billed to offset cost of compliance with federal, state, and local public health and safety requirements and recommendations. This fee will be assessed in addition to all other fees within the Tariff.

For ships engaged in multiday cruises:	
Revenue passengers embarking from shore to ship, per person	$1.00
Revenue passengers disembarking from ship to shore, per person	$1.00

For visiting cruise ships, not homeported at Port Canaveral:	
Revenue passengers in transit, per person	$1.00

SECTION 1200 FINANCE: RULES AND RATES

RULE 1200: ACCESS TO RECORDS

All vessels, their owners or agents, and all other users of the waterways and facilities shall be required to permit access to manifests of cargo, passenger, railroad documents and all other documents requested by the Port Director, for the purpose of audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimate of charges.

RULE 1205: PAYMENT OF BILLS

All charges under this Tariff are due as they accrue and are payable upon presentation of invoices payable in U.S. funds only. The CPA reserves the right, in any event of delay or failure to pay invoices as presented, to demand payment of charges in advance before further services will be performed or facilities used or before freight, upon which charges have accrued will be delivered.

The CPA does not recognize the numerous shippers and consignees and cannot attempt to collect or assist in collecting wharfage and similar bills, which may be passed on to the shippers and consignees by the vessel, its owners, or agents, and said bills must be paid when presented regardless of when the vessel, its owners or agents are reimbursed.

The CPA reserves the right to estimate and collect all charges in advance which may accrue against a vessel, its owners, or agents, or against the cargo loaded or discharged by a vessel, or from other users of the facilities. Use of the facilities may be denied until such advance payments or deposits are made.

Steamship Agents are responsible for collection and payment of all charges to the Port Authority unless application and approval for direct billing has been authorized by the Finance Department.

All vessels landing goods on the wharves or piers, or receiving goods by pipeline, or delivering or receiving goods from vessels while said vessels are berthed at a wharf, dock, or pier on the waterways, thereby contract to pay and are responsible for the wharfage charges on such goods at the rates provided herein.

Charges for the handling of non-containerized Cargo, hire of equipment, cleaning and/or repairing of containers, provision of equipment interchange reports or any other service which is not mentioned in the Tariff shall be provided on request. The Carrier shall contact the Port Authority or applicable terminal operator directly to avail all the Marine Services.

RULE 1206 ACCEPTED METHODS OF PAYMENT; CONVENIENCE FEE

CPA accepts the following methods of payment: Check, Money Order, Cashier's Check, Electronic Funds Transfer (ACH), Bank Wire, Debit Cards, and Credit Cards (Mastercard, Visa, or American Express). Payments made with a Credit Card are subject to a 2.45% convenience fee.

RULE 1207: DIRECT BILLING

Charges under the Tariff will be billed and collected in accordance with **Rule 1205**. CPA will consider a request from an operator or user of Port facilities that desire direct billing. The operator or user will complete a written application to the Finance Department that includes a demonstration of financial responsibility. Applicants may be required to post and maintain indemnity bonds or other acceptable financial security up to their maximum annual liability as determined by the CPA pursuant to **Rule 1300**. The CPA reserves the right to suspend or cancel authorization for direct billing previously granted to operators or users who violate any provision of this Tariff.

RULE 1210: UNPAID CHARGES

All bills unpaid on the 30th calendar day following the day on which the invoice was issued, or the debt was due are delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

RULE 1215: VIOLATIONS AND DELINQUENT LIST

In addition to the other remedies provided by the rules and regulations of the CPA for violation of these Tariff terms and conditions, the carrier, vessel, owner, shipper, receiver, agent and/or other user who shall violate any of the terms and conditions of this Tariff or who shall fail to pay any bills hereunder when presented, shall be placed on a delinquent list. Any accounts with an outstanding balance over sixty (60) days will receive a cash basis letter and those accounts will remain on a cash basis for all future activity until their account is within sixty (60) days. If an account receives more than three (3) cash basis letters within a twelve (12) month period, it will become necessary for that account to post a bond as set forth in this Tariff and will continue to

carry a bond for twelve (12) months from the date of the third cash basis letter. If an account on cash basis fails to comply with the above, they will be denied the use of Port facilities by the CPA until such violation is corrected or until said charges due are paid, as the case may be.

Nothing herein shall act to preclude the CPA from exercising any and all of its legal remedies at any time to recover accounts or monies due.

RULE 1220: RETURNED CHECKS OR INSUFFICENT FUNDS SERVICE CHARGE

Unless otherwise provided by law, a payment instrument (i.e., check, draft, order of payment, debit card order, or electronic funds transfer) returned or dishonored for any reason will incur a service charge of $25 if the face value does not exceed $50; $30 if the face value is more than $50 bud does not exceed $00; $40 if the face value exceeds $300; or five percent (5%) of the face value of the payment instrument, whichever is greater.

SECTION 1300 BUSINESS PERMITS AND INSURANCE: RULES AND RATES

RULE 1300: POSTING OF FINANCIAL SECURITY

CPA may require all Port users to post financial security while doing business in Port Canaveral. Users may be given the option of posting an indemnity bond, a cash deposit, or an irrevocable letter of credit enforceable in the United States, collectable in US Dollars, drawn on a bank that is subject to the regulatory and enforcement authority of state and/or federal regulatory authorities, and subject to review and approval by the Finance Department.

All indemnity and payment bonds or letters of credit required to be obtained pursuant to this Tariff shall protect CPA from and against all losses, costs, damages, expenses or injury incurred and sustained by CPA due to: (a) failure of the user to pay to CPA, when due, any and all Tariff or other charges that have accrued at Port Canaveral (whether relating to the furnishing of services or materials to the user, its principals, agents, servants, or employees; or, due to injury to property of Port Canaveral; or, stemming from the use of Port Canaveral and its facilities by the user, its principals, agents, servants or employees; or otherwise); or (b) non-compliance by the user, its principals, agents, servants or employees with applicable laws, ordinances, rules and regulations of the federal, state and local governmental units or agencies (including but not limited to the terms and provisions of all procedures and policies of CPA), as amended from time to time; or (c) any act, omission, negligence or misconduct of user, its principals, agents, servants or employees in Port Canaveral (whether causing injury to persons or otherwise).

In the event that CPA utilizes the security for any reason outlined herein, then user will be required to replenish the security in the same or increased amount and in a timeframe established by the Port Director.

RULE 1305: INSURANCE AND INDEMNITY REQUIREMENTS

Addendum A includes insurance requirements for users. **Addendum A** is incorporated herein by reference is an integral part of this Tariff. Users of CPA's facilities are responsible for having knowledge of its existence and content and are required to adhere to its provisions.

CPA, its employees, agents, and servants shall not be liable for any injury loss or damage to any person or property from any cause of whatsoever nature, unless such loss or damage is caused by the negligence of CPA. All vessels, their owners, employees, invitees, charterers, and agents, and all other users of CPA's facilities shall save and hold CPA harmless and indemnify CPA against any liability for any injury or death, to any person or persons or damage to property (including, but not limited to, expenses related to repairing or replacing CPA's facilities) arising from any acts, omission, neglect or default of vessels, their owners, employees,

invitees, charterers, and agents, and all other users of CPA's facilities. The obligation described in this paragraph shall not only cover the losses and damages assessed or incurred by CPA, but also such costs and expenses related to preparing for litigation or settling or disposing of threats of litigation, including, but not limited to, attorney's fees, appellate attorney's fees, expert witness fees, evidence retention fees, court costs, and all other such costs and expenses incurred in preparation for trial or appeal such as printing briefs and exhibits. Nothing stated within this paragraph shall be deemed to exculpate or relieve CPA from liability from the negligent acts of CPA.

RULE 1310: LIABILITY FOR LOSS OR DAMAGE

CPA shall not be responsible for personal injuries, death, loss or damage to freight or property of others occurring on its property or facilities in the absence of negligence on the part of the CPA.

The CPA does not generally provide services for handling cargo or processing cruise vessel passengers and shall not be responsible for any injury to persons arising from services provided by franchised and/or permitted entities, tenants, Port users or other contracted or independent third-party service providers at Port Canaveral except in instances where injury results from negligence of the CPA.

RULE 1315: PERMITS TO OPERATE

No person, company, corporation, or other business entity as described in the designated categories as set forth in this Rule may operate at Port Canaveral without first obtaining from the CPA a permit authorizing such activity. Exempt from permit requirements are 1) those entities whose sole function on the Port is to fulfill the requirements of U.S. government regulatory agencies; 2) CPA approved and retained vendors, their subcontractors, and suppliers, while performing tasks called for while under their contract with the CPA; and 3) governmental entities. The following rules and regulations governing licensing are issued pursuant to Article IV of the Charter for the Canaveral Port District. These rules and regulations are promulgated to establish a standard licensing procedure by which the CPA can exercise its lawful control of the orderly development of port operations. Obtaining a Permit to Operate to do business at Port Canaveral does not entitle the holder of the permit to access restricted areas, land, offices, other Port facilities or guaranteed business opportunities, etc. The permit only allows the holder to conduct business at Port Canaveral subject to the rules, conditions, limitations, and requirements of this Tariff. See **Addendum C** for contact information.

A. PERMITTING PROCEDURE

Applications for Permits to Operate shall be submitted to the CPA using the form prescribed by CPA. Applications shall be accompanied by the fee specified below, a Certificate of Insurance that includes the applicable insurance specified in **Addendum A**, and documentary evidence in support of applicant's eligibility. The failure to fully and accurately complete the application will result in rejection of the application. The CPA shall review the scope of operations of an applicant as they relate to Port Canaveral activities up to and including the applicant's organizational and operational structure and those of any other entities performing operations with or on behalf of the applicant. CPA may require a Permit to Operate for such other entity (ies) based on the activity being performed on Port property. No Permit to Operate may be interpreted as an exclusive right to operate at Port Canaveral.

Permits are issued annually commencing January 1 of each year. The permit fee will be applied on a calendar year basis. New applications must include payment for the nonrefundable application fee plus the applicable initial fee. Renewal applications must include payment for the annual renewal fee. For businesses engaged in multiple categories, separate applications and Permit fees are required for each Permit to Operate. **Applicants with accounts in arrears will not be allowed to renew and may face reinstatement procedures**. Permits will be considered lapsed if not renewed by January 15 and subject to reinstatement. Accounts subject to reinstatement must pay the initial application in addition to the annual fee prior to being reinstated.

The acceptance of a Permit to Operate shall signify agreement of the permittee to be governed by tariffs, policies, rules, and regulations of the CPA. No Permit to Operate shall be transferred or assigned to or otherwise used by any person other than the named Permittee. Any person, company, corporation, or other business entity properly acquiring a business from a Permittee hereunder may qualify for a license, depending upon the financial strength, background, and experience of the successor entity, by conforming to the application procedures of this Rule. The requirement to apply for a new license may be waived at the discretion of the CPA if the CPA determines the new entity is competent, financially sound, and capable to perform the duties of Permittee.

Companies engaging in business and/or providing services without a valid Permit to Operate as required herein shall be subject to the following penalties:

- First Violation: Written Warning
- Second Violation: $1,000 fine

Companies with three (3) or more violations may be subject to denial of a Permit for up to one (1) year from the last violation.

The CPA reserves the right to revoke or deny renewal of any Permit to Operate for violation of the provisions of this Tariff or other applicable rules or regulations (including insurance and bonding requirements), neglect of duty, and disregard for public safety or for any other act or acts detrimental to the interest of the CPA. Revoked permits may be subject to reinstatement procedures and fees.

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B. PERMIT TO OPERATE CATEGORIES AND FEES:

Description	Nonrefundable Application Fee	Initial Fee	Annual Renewal Fee
Crane Services including rentals and heavy lift providers	$350.00	$2,060.00	$2,060.00
Cruise Ship Embarkation and Shore Services	$350.00	$910.00	$910.00
Mobile Fuel Vendor / Bunker Barge Service - LNG Products Provider	$350.00	$2,650.00	$1,375.00
Mobile Fuel Vendor / Bunker Barge Service - Petroleum Products Provider	$350.00	$2,650.00	$1,375.00
Mobile Fuel Vendor / Landside – LNG Products Provider	$350.00	$2,650.00	$1,375.00
Mobile Fuel Vendor / Landside - Petroleum Products Provider -	$350.00	$2,650.00	$1,375.00
Sanitary Waste Removal Service	$350.00	$2,650.00	$1,375.00
Stevedoring Service	$350.00	$2,060.00	$2,060.00
Steamship Agency	$350.00	$910.00	$910.00
Franchise Steamship Agency – providing services for cruise vessels exceeding 20,000 GRT	$350.00	$2,650.00	$2,060.00
Security Services, including Class D, Class G and K-9 Handlers	$350.00	$910.00	$910.00
Tug Services	$350.00	$2,430.00	$2,430.00
Waste Oil Disposal Service	$350.00	$2,650.00	$1,375.00

1400.1

SECTION 1400 DEFINITIONS

1400.2

AGENT

1400.3 The vessel representative responsible for filing a Vessel Berthing Request, providing accurate manifest documentation and payment for all charges assessed on a vessel.

BERTH DAY

Each 24-hour period or fraction thereof during which a vessel occupies an assigned berth.

BUNKERING

The process by which a ship takes on fuel from either a pipeline, barge, or truck.

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CARGO

All types of bulk, break bulk, dry bulk, or any other forms of cargo whatsoever, including but not limited to any solid, liquid, live animals, vehicles, loose cargo, an empty or full container and whatever is conveyed or to be conveyed to or from a vessel.

CARRIER

1400.4 Any party or parties owning, nominating, or contracting with the vessel including, but not limited to, its agent(s), owner(s), operator(s) and or charterer(s).

CONSIGNEE

1400.5 One to whom cargo is sent as stated on the bill of lading.

CONTAINER

1400.6 A demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent

1400.7 distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes, or pallet.

DEFINITION OF VALID CODES

1400.8 See **Addendum B**.

DOCKAGE

1400.9 The charge assessed when a vessel is secured to a wharf, pier, bulkhead structure or alongside another vessel so berthed.

1400.10 **DRAY**

Movement between locations inside the terminal.

1400.11 **FACILITY SECURITY PLAN**

A plan developed to ensure the application of security measures designed to protect the facility and its servicing vessels or those vessels interfacing with the facility, their cargoes, and persons on board at the

1400.12 respective MARSEC Levels pursuant to all applicable laws including but not limited to 33 Code of Federal Regulation 101.105, et seq.

1400.13 **FREE TIME**

The specified period during which RO/RO cargo may occupy space on terminal property free of terminal storage charges.

1400.14 **HARBORMASTER**

The individual designated by the Port Director to ensure execution and compliance with this Tariff and the operational rules and regulations for Port Canaveral and whose duties include those specified in **Rule 300** of this Tariff. The term as used herein shall mean and refer to the Harbormaster or ~~his/her~~ designee.

HOMEPORTED CRUISE VESSEL

A cruise vessel operating from a cruise terminal in Port Canaveral is considered a Homeported Cruise Vessel if it offers a voyage that originates from and ends at Port Canaveral. ~~at least twelve (12) regularly scheduled voyages that originate from and end at Port Canaveral for at least five (5) months within a twelve (12) month period.~~

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LAYBERTH

When a vessel is secured to a wharf, pier, or bulkhead structure for purposes other than loading or discharging cargo, passengers, ship stores, or fuel.

LINER SERVICE

Vessels making regularly scheduled calls for the receipt and delivery of cargo or passengers.

1400.15 **POINT OF REST**

The area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee. It is also the area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

1400.16

1400.17 **PORT DIRECTOR**

The individual appointed by the duly elected CPA Board of Commissioners to directly oversee and supervise the administration, operation, and maintenance of Port Canaveral. The term used herein shall mean and refer to the Port Director or ~~his/her~~ designee.

1400.18

PORT TERMINAL FACILITIES

One or more structures comprising a terminal unit, and including but not limited to warehouses, covered and/or open storage space, cold storage plants, grain elevators and/or bulk cargo loading and/or unloading structures, landings and receiving stations used for the transmission, care, and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two (2) water carriers with access to wharves.

1400.19

1400.20 **STEVEDORING**

Stevedoring is the physical handling of cargo between the vessel and the Port Terminal Facilities.

1400.21 **TARIFF**

A publication including all revisions, amendments and schedules containing the rates, charges, rules, regulations, and practices of any person carrying on the business of furnishing wharfage, dock, warehouse, or other marine terminal services or facilities in connection with a common carrier by water in the United States or its possessions.

1400.22

1400.23 **TERMINAL HANDLING**

The service of physically moving RO/RO cargo between point of rest and any place on the terminal.

1400.24 **TERMINAL STORAGE**

The service of providing terminal facilities for the storing of inbound or outbound RO/RO cargo after the expiration of free time.

1400.25

TON

A unit of weight of 2,000 pounds.

1400.26

VESSEL

1400.27 Except as otherwise provided in individual items, the term "vessel" means floating craft of every description and shall include in its meanings the "owners and agents" thereof, and those utilizing the services and facilities of the Port for loading, discharging, storage, handling, or transfer of cargo.

VESSEL BERTHING REQUEST

The process of requesting permission for a vessel to use a specified berth during a specific timeframe.

VESSEL ETA AND ETD

The terms ETA and ETD when used to berth vessels at Port Canaveral shall be defined as follows:

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ETA – Estimated Time of Arrival:

This is the estimated time the first line from the ship is secured to the dock.

ETD – Estimated Time of Departure:

This is the estimated time the first line from the ship is released from the dock.

WEIGHT OR MEASURE

Where wharfage is denoted as weight or measurement (W/M), rates shall be charged based on weight (per ton) or measurement (per 40 cubic feet), whichever produces the greater revenue.

WHARF

1400.28 A structure built on the shore extending into deep water, so that vessels may be moored alongside to load or unload cargo or passengers.

WHARFAGE, CARGO

1400.29 A charge assessed for the use of CPA wharves in the receiving and delivering of cargo to ships, barges, or other watercraft, including cargo received or delivered to barges, lighters, or other watercraft lying alongside such

1400.30 vessels, or taken from or delivered to the water. Wharfage charges are assessed against the vessel for each movement of the cargo over the wharf. All cargo received on or off the wharf is due wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel. CPA reserves the right to determine billing classification of all cargo. Wharfage charges are solely the charge for using the wharf and do not include charges for any other service. Refer to Wharfage – Rules and Rates in **Section 700** of this Tariff.

WHARFAGE, PASSENGER

1400.31 A charge assessed for all manifested cruise passengers on a vessel, other than a crewmember, embarking to, disembarking from, or in-transit on a cruise ship. Passengers on back-to-back cruises shall be counted as a separate embarkation and disembarkation for each time the homeported cruise vessel calls Port Canaveral. Passenger wharfage is solely the charge for use of a wharf and does not include charges for any other service.

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ADDENDUM A: INSURANCE SUPPLEMENT

The rates and charges published in this Tariff do not include any amounts for insurance coverage. Insurance required by the owner and/or consignee of cargo to protect their respective interests shall be carried by the owner and/or consignee.

The phrase "Required Policy" means each policy of insurance required to be maintained by user under the terms of this Tariff. Each Required Policy must be placed in writing by a company or companies satisfactory to CPA but in all events by a company or companies having a current A.M. Best Company General Policyholders Rating of A+ or A and with an A.M. Best Company Financial Rating of not less than VI (or similar rating by a comparable service selected by CPA should A.M. Best Company cease providing such ratings) and be licensed to do business in Florida or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Florida under current Florida surplus lines requirements.

All persons or companies leasing CPA property and/or conducting business operations on CPA owned land, in accordance with a Permit to Operate granted by CPA, shall be required to provide evidence of insurance coverage. Such insurance must name Canaveral Port Authority as an additional insured and provide waiver of subrogation in favor of CPA on commercial general liability and any excess policies (at no expense to CPA) but in no event shall the insurance provide coverage to CPA for cargo loss or damage as described within 46 C.F.R. § 525.2(a)(1) that is caused by CPA's negligence. A certificate of such insurance or certified copy of the insurance policy must be provided to the Finance and Risk Management Department and kept up to date in full force and continuous effect throughout the lease, permit or franchise period. The acceptance and/or approval of the company's 'insurance shall not be construed as relieving the company from any liability or obligation arising out of the work performed by said company.

Insurance requirements and exceptions are authorized by CPA Policy POL-2016-001-RSK-3 – Insurance Requirements.

MINIMUM INSURANCE REQUIREMENTS FOR ALL USERS

Except as otherwise provided in any written agreement between the user and the CPA, every user of CPA property must comply with the following insurance requirements:

(a) **Commercial General Liability Insurance**:

Coverage shall include, as a minimum: Premises Operations, Products and Completed Operations, Contractual Liability, Personal Injury Liability, Broad Form Property Damage. The Canaveral Port Authority as an additional insured and contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees. The minimum limits acceptable shall be listed in the below chart.

(b) **Worker's Compensation and Employer's Liability**: User must maintain Worker's Compensation Insurance to protect against claims under Florida Worker's Compensation laws, as well as, all Federal Acts applicable to user's operations on CPA property, including but not limited to U.S. Longshoremen and Harborworkers Act, Jones Act and Federal Employers' Liability Act (F.E.L.A.). The limit of liability for such coverage must at least meet applicable statutory requirements and Alternate Employer endorsement for the CPA must be included in each policy. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

User must maintain Employers' Liability (EL) Insurance for personal injury, bodily injury, or death to any employee of user who may bring a claim outside the scope of Florida Worker's Compensation laws or Federal Acts applicable to user's operations on Port Canaveral property. This insurance must

contain all endorsements necessary to cover maritime operation and, where applicable, stevedore and longshore operations, including original admiralty benefits and damages under the Jones Act and benefits and damages under the U.S. Longshoremen and Harborworkers Act. Additionally, each policy must contain Alternate Employer endorsement for the CPA and an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

(c) **Automobile Insurance**: User must maintain Automobile Liability Insurance coverage on all its owned, non-owned, rented or hired vehicles used for commercial purposes that enter Port Canaveral. Each policy with respect to commercial vehicles must contain an endorsement waiving all rights of subrogation against CPA and their respective agents and employees.

(d) **Umbrella/Excess Liability Insurance**: User may carry Umbrella/Excess Liability Insurance that contains a follow form provision to meet coverage requirements. The Canaveral Port Authority (CPA) reserves the right to request Umbrella/Excess Liability Insurance based on the scope and complexity of a user's operation. Such policy must name the Canaveral Port Authority as an additional insured and contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

(e) **Waiver of Subrogation:** The user agrees to waive any and all rights of recovery, claims, actions or causes of action against the other, its agents, officers and employees for any injury, death, loss or damage that may occur to any Person or CPA property, or any personal property of such party on CPA, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Tariff, to the extent and only to the extent of any proceeds actually received by CPA or user, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its agents, officers or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

ADDITIONAL INSURANCE REQUIREMENTS

Except as otherwise provided in any written agreement, the CPA reserves the right to request additional insurance coverage based on the nature, scope, and complexity of the user's operations. This may include but is not limited to:

(a) **Liquor Liability Insurance**: If user is engaged in any way in the sale of alcoholic beverages, either for consumption or sale of alcoholic beverages on CPA property.

(b) **Garage Keeper's Liability Insurance**: If user is engaged in any way in the performance of automobile valet services.

(c) **Protection & Indemnity Insurance**: If user operates a vessel calling at Port Canaveral, user must maintain Protection and Indemnity (P&I) Insurance Coverage in form and substance acceptable to CPA.

(d) **Stevedore's Legal Liability Insurance**: If user is engaged in any way in the performance of stevedore services and/or operations on or in connection with CPA's facilities.

(e) **Longshore and Harborworkers Insurance**: If user is engaged in any way in the performance of stevedore services and/or operations on or in connection with CPA's facilities.

(f) **Terminal Operators Liability Insurance**: If user is engaged in any way as an operator of Terminal Facilities on or in connection with CPA's facilities.

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ADDENDUM A: Insurance Supplement (cont'd)

(g) **Pollution Liability Insurance**: If the user is engaged in any way in handling or transporting hazardous materials, abatement, or clean-up of waste materials, or in other industrial activities as designated by the CPA.

~~(g)~~(h) **Cyber Liability, or Technology Errors and Omissions Insurance:** If user installs or utilizes any IoT Devices, computer/network-controlled devices, software, or SaaS or offers any services or hardware that can communicate with other CPA hardware, software, or services. The need for coverage will be determined based on evaluation of user's scope of work by the Information Technology Department.

CATEGORY OF PORT BUSINESS AND REQUIRED INSURANCE (Tables to Follow)

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
CRANE SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate to include property damage, personal injury, bodily injury or death and Riggers Liability endorsement.	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.	$1,000,000 Combined Single Limit	**Umbrella/Excess Liability** $2,000,000 per occurrence **Protection and Indemnity Insurance and/or Hull Coverage** (for Floating Crane operations) $1,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
CRUISE SHIP EMBARKATION AND SHORE SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements	$300,000 Combined Single Limit	**Umbrella / Excess Liability** $2,000,000 per occurrence **Cyber Liability, or Technology Errors and Omissions Insurance,** if required, $2,000,000 per occurrence
MOBILE FUEL VENDOR / BUNKER BARGE SERVICE - LNG PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate (as applicable)	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Protection and Indemnity Insurance and/or Hull Coverage** (for barge operations) $5,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
MOBILE FUEL VENDOR / BUNKER BARGE SERVICE - PETROLEUM PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate (as applicable)	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Protection and Indemnity Insurance and/or Hull Coverage** (for barge operations) $5,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
MOBILE FUEL VENDOR / LANDSIDE – LNG PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Umbrella / Excess Liability** $5,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
MOBILE FUEL VENDOR / LANDSIDE - PETROLEUM PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Pollution Liability** $5,000,000 per occurrence
SANITARY WASTE REMOVAL SERVICE	**General Liability** $1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements	$1,000,000 Combined Single Limit	**Pollution Liability** $1,000,000 per occurrence

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
STEVEDORING SERVICE	**General Liability** $1,000,000 per occurrence $2,000,000 General Aggregate to include property damage, personal injury, bodily injury or death.	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.	$1,000,000 Combined Single Limit	**Umbrella/Excess Liability** $5,000,000 per occurrence **Stevedores Legal Liability** $1,000,000 per occurrence **Pollution Liability** $1,000,000 per occurrence **Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence
STEAMSHIP AGENCY	**General Liability** $1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$300,000 Combined Single Limit	**Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence
FRANCHISE STEAMSHIP AGENCY	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$300,000 Combined Single Limit	**Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
SECURITY SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$300,000 Combined Single Limit	**Law Enforcement Legal/Security Guard Professional Liability** $1,000,000 per occurrence **Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence
TUG SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.	$300,000 Combined Single Limit	**Umbrella/Excess Liability** $2,000,000 per occurrence **Protection and Indemnity Insurance, Hull Coverage and Tower's Liability** $1,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
WASTE OIL DISPOSAL SERVICE	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Pollution Liability** $1,000,000 per occurrence

NOTE: CPA reserves the right to request additional coverage in form and substance acceptable to CPA.

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ADDENDUM B: DEFINITION OF VALID CODES

ABBREVIATION	DEFINITION
BBL	Barrel (42 gallons)
CBM	Cubic Meter
FSP	Facility Security Plan
GRT	Gross Registered Tonnage
LBS	Pounds
LNG	Liquefied Natural Gas
LOA	Length Overall in Feet
MBF	Thousand Board Feet
MHC	Mobile Harbor Crane
NOS	Not Otherwise Specified
RO/RO	Roll-On/Roll-Off
W/M	Weight/Measure
CURRENCY:	
%	Percent
$	All amounts in U.S. Dollars (USD)

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ADDENDUM C: CONTACT LIST

DEPARTMENT	PHONE NUMBER
Brevard Sheriff's Office - Port Canaveral	321-868-1113
Business Development	321-394-3211
Canaveral Fire Rescue	321-783-4424
Canaveral Pilots Association	321-783-4645
Canaveral Port Authority – Main Office	321-783-7831
Cargo Operations	321-394-3442
Communications Department	321-394-3244
E.N. Bisso & Son, Inc. (Tug Services)	321-783-7147
Emergency	911
Environmental Department	321-394-3256
Exploration Tower	321-394-3408
Harbormaster/ Duty Harbormaster	321-302-2756
Jetty Park	321-783-7111
Permits to Operate	321-394-3224
Port Control Center (*24 hours*)	321-394-3281
Public Safety and Security	321-394-3269
Real Estate Department	321-394-3414
Seabulk Towing, Inc. (Tug Services)	954-627-5314
U.S. Coast Guard (*Officer of the Day*)	321-868-4200
U.S. Customs Port Canaveral	321-783-2066
U.S. Dept. of Agriculture	321-783-3766
U.S. Immigration & Naturalization Service	1-800-375-5283

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CANAVERAL PORT AUTHORITY
AND
THE NAVAL ORDNANCE TEST UNIT

CONCERNING

SHIP MOVEMENT PRIORITY IN PORT CANAVERAL

I. INTRODUCTION

The commercial shipping interests of Port Canaveral and the operational mission of Naval Ordnance Test Unit (NOTU) are vitally important to both organizations. Because of this fact it is important that a system of ship movement priorities be maintained.

II. PURPOSE

The system of ship movement priorities will facilitate vessel scheduling in and out of Port Canaveral with consideration given to the requirements of each vessel for adherence to an established sailing schedule, pilot or equipment requirements, and/or navigational requirements such as tide restrictions, channel clearance restrictions, or visibility restrictions.

In creating the system of ship movement priorities, both organizations acknowledge and accept the others' reasons for their respective required vessel movement priorities, and that equitable access to Port Canaveral is assured under this system.

III. MAJOR CONSIDERATIONS

In establishing the system of ship movement priorities, these major considerations are recognized by both parties:

1. Emergency ship movements, either military or civilian, require top priority.

2. Because of the requirement of passengers to meet pre-arranged schedules for onward transportation, foreign port berth commitments, and Customs and Immigration clearance, cruise liner schedules are time critical in order to be competitive. This industry is of utmost economic importance to the Canaveral Port Authority and the Central Florida tourism industry.

3. Scheduling of Navy test ships sponsored by NOTU and supported by 45th Space Wing involves precise coordination of the services of many people in many diverse geographical locations. Navy test ships include submarines conducting Demonstration and Shakedown Operations (DASO) with attendant support ships and Navy sponsored ships (surface ships and submarines) conducting special tests critical to the national defense interest. Movement of these naval units in adherence to a scheduled test is mission critical.

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4. Military or civilian cargo vessels may require their movement to be scheduled because of tidal considerations or special labor requirements.

IV. SHIP MOVEMENT PRIORITY

Priority	Description
1	Emergency ship movements necessary to prevent loss of life or limit serious loss of property or to meet other military or civil emergencies.
2	Scheduled navy test ships (DASO submarines with support ships and naval units conducting special tests) and scheduled cruise liners.
3	Navy test ships which are off schedule and regular scheduled military ships.
4	Cruise Liners which are off schedule and regular scheduled civilian ships.
5	Other military or civilian ships which have time sensitive cargo or operations or have tide restricted movements.
6	All other vessels on a first come first served basis.

With respect to implementing the ship movement priority system, the following guidelines are established for both parties:

1. The Canaveral Port Authority Operations will keep NOTU Port Operations up-to-date regarding existing cruise line schedules.

2. For the purpose of ship movement priority, schedules of Navy test ships are considered firm once the unit arrives in Port Canaveral to begin operations. Navy test ships departure times for scheduled underway operations are normally between the hours of 0630 and 0730 with the exception of departure for the launch phase of a scheduled DASO. The departure times for the DASO submarine and launch area support ship are governed by range operational constraints and, therefore, vary with each operation. Canaveral Port Authority Operations will normally attempt to avoid scheduling cruise liners to enter or leave port from 0630 to 0730 when a designated Navy test ship is operating out of Port Canaveral. During the time a scheduled Naval unit is undergoing or supporting Navy tests, it will be assigned a priority 2 status. Should emergent circumstances dictate that a cruise liner or Navy test ship must enter or leave port during the same period, the conflict shall be resolved through liaison between NOTU Port Operations and Canaveral Port Authority Operations to achieve a mutually acceptable arrangement.

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3. Whenever a scheduled cruise liner or Navy test ship gets off schedule by more than thirty (30) minutes, it will lose its priority 2 status and become a priority 3 or 4 as appropriate. Should a conflict arise between movements of a cruise liner and a navy test ship movement priority will be determined by mutual agreement between NOTU Port Operations and Canaveral Port Authority Operations. Normally a higher priority consideration shall be given to the vessel whose estimated time of arrival at entrance to the buoyed channel or estimated time of departure from port occurs first. Unusual situations may infrequently arise where politically important people onboard either off-schedule cruise liners or Navy test ships require immediate entry to or departure from the port. Under these circumstances, a deviation from the priority designation may be necessary. These special situations will be handled on a case-by-case basis between NOTU Port Operations and Canaveral Port Authority Operations.

4. The time separation between ships entering and/or leaving Port Canaveral should be that interval deemed necessary by the Canaveral Pilots Association for the safety of the vessels concerned. Under no circumstances will the arrivals/departures of ships be scheduled such that a meeting situation would occur inside the buoyed channel of Port Canaveral.

5. In order to meet U.S. Navy Operational requirements a Priority 1 ship movement will immediately go into effect when an emergency involving U. S. Naval Warships requiring immediate departure of a Naval vessel occur. NOTU shall arrange for immediate tug assistance. Should there be any conflict, it shall be resolved through liaison between both parties to achieve a mutual acceptable arrangement.

V. CANCELLATION

This Memorandum of Understanding may be cancelled by either party, for any reason, with 60 days written notice to the other party.

H. L. Sheffield
Commanding Officer
Naval Ordnance Test Unit

Date: 26 JAN 00

Joe D. Matheny
Chairman
Canaveral Port Authority

Date: 1/19/00

ADDENDUM E: EMERGENCY SHIP MOVEMENT POLICY

TO: Masters, Pilots, Towboat Companies, Steamship Agents and All Others Concerned:

1. All vessels, unless prevented by conditions or special requirements of the vessel, will be turned around upon entering the turning basin and will be berthed headed seaward.
2. All vessels, civilian and military, will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving vessel.
3. The ship or ship's agent will immediately report any spillage of oil on the wharf or on the water and the extent of the spill to the Port Operations Manager and Port Control at (321) 394-3281. If spillage is considerable, all cargo operations must stop, and vessel prepared to undock.
4. All vessels will undock and proceed to outer anchorage when so ordered by the CEO or ~~his~~ designee in the event of:
    a) A severe oil spillage;
    b) Fire is discovered on board a vessel laden with petroleum, explosives, or a quantity of dangerous cargo;
    c) Vessel is in jeopardy due to conditions on shore; or
    d) Extreme weather conditions.
5. Tugboats proceeding to a vessel with petroleum or explosives and through oil will stop smoking on board and put out cooking fires, burners and pilot lights.
6. Ships discovering fire on board or close by on shore will sound repeated long whistle blast signals and use every other available means to report the fire.
7. Emergency movement of ships will be made with an able sea watch without waiting for return of other ship's personnel.

CANAVERAL HARBOR SAFETY REGULATIONS

All ships discharging petroleum products in Port Canaveral will observe all requirements relating to petroleum discharge as set forth in **33 C.F.R. § 156**, "Navigation and Navigable Waters: Oil and Hazardous Material Transfer Operations".

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Rates, Rules & Regulations Governing Foreign Trade Zone No. 136

ZONE SCHEDULE

DRAFT

Grantee Representative:
Jennifer Simmons ~~Samantha Cornelius~~

Manager, Cargo Business Development~~VP, Cargo Business Development~~

Canaveral Port Authority
445 Challenger Road, Suite 301 | Cape Canaveral, FL 32920
Phone: 321-783-7831 | Fax: 321-783-4651
E-mail: cpa.ftz136@portcanaveral.com

Effective Date:
October 16~~6~~, 2023~~2~~

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Commissioners

District 1: Jerry W. Allender
District 2: Micah Loyd
District 3: ~~Wayne E. Justice~~ Fritz VanVolkenburgh
District 4: Kevin Markey
District 5: Wayne E. Justice~~Robyn Hattaway~~

Administration

Captain John W. Murray |Chief Executive Officer
Craig Langley, Esq. |VP, General Counsel
Michael Poole |Chief Financial Officer
Samantha Cornelius |VP, Cargo Business Development

Revision History

DATE	VERSION	STATUS	COMMENT	UPDATED BY
2016.09.14	001	Submitted to 9/28/16 Board of Commissioners for approval.	Overall format and design change. Title changed to Zone Schedule.	Langley, C.
2017.01.27	002		Updated with new Commissioners	Smothers, L.
2017.09.19	003	Submitted to 9/28/17 Board of Commissioners for approval.	Updated administration personnel and magnet sites	Langley, C.
2018.10.01	004	Submitted to 8/29/18 Board of Commissioners for approval.	Deleted 8.3 Subzones; Revised 10.4 Advertising	Cornelius, S.
2019.10.01	005	Submitted to 8/28/19 Board of Commissioners for approval.	Revised 8.1, 8.2 and 8.3	Cornelius, S.
2021.10.01	006	Submitted to 8/16/21 Board of Commissioners for approval.	Revised 8.2 and 8.3	Cornelius, S.
2022.10.01	007	Submitted to 8/17/22 Board of Commissioners for approval.	Language additions to 2 .1, 2.2, 2.3, 9, 10.1.6, 10.1.7, 10.6. Revised 8.1.and 8.3; Deletion Addition to Definitions	Cornelius, S.
2023.10.01	008	Submitted to 8/23/23 Board of Commissioners for approval.	Updated Commissioners and admin personnel. Revised 3, 9 and 10.7	Simmons, J.

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1 INTRODUCTION

This Zone Schedule ("Schedule") has been adopted by the Canaveral Port Authority ("CPA"), a body politic and corporate and existing under Chapter 2014-241, Laws of Florida, as amended, acting in its capacity as the Grantee of Foreign Trade Zone No. 136 and shall govern all operations taking place within Foreign Trade Zone No. 136.

2 ZONE SCHEDULE

2.1. Schedule Content

This Schedule has been promulgated and adopted by the Grantee and contains the rules and regulations governing the use of Foreign Trade Zone No. 136 by Operators, Users, and all other persons and entities. The Schedule also includes the Rates and Charges applicable to use of the Zone. The use of a FTZ operated by Grantee constitutes the User's (defined below) consent to the terms of this Schedule. This Schedule is intended to conform with and supplement the Foreign Trade Zones Act ("Act") and the rules and regulations of the Foreign-Trade Zones Board ("FTZB") and United States Customs and Border Protection ("USCBP"). The effective date of this Schedule is set forth on the cover page.

2.2. Severability

Each and every paragraph, sentence, term, and provision of this Schedule shall be considered severable and that, in the event any paragraph, sentence, term, or provision is determined to be invalid or unenforceable, the validity and enforceability, operation or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected and this Schedule shall be construed in all aspects as if the invalid or unenforceable matter had been omitted.

2.3. Amendment and Interpretation

Subject to the requirements of the Act and the FTZ regulations, this Schedule may be modified, amended or replaced by the CPA at any time, if the CPA determines it to be necessary or appropriate to do so. CPA shall, in its sole discretion, interpret the provisions of this Schedule and determine the applicability of any of its provisions. The CPA shall also have complete authority governing the imposition of Rates and Charges provided for herein.

3 DEFINITIONS

The words listed below have the following meanings when used in this Schedule:

3.1 **"Act"** means the Foreign Trade Zones Act of June 18, 1934 (19 USC §81a ~~– 81u~~et seq.), as amended.

3.2 **"Activated Area"** means a Zone Site, Usage Driven Site, or any portion thereof that has been Activated pursuant to the Act.

3.3 **"Activated"** or **"Activation"** means the filing of an application with USCBP by the FTZ Operator, with Grantee's concurrence, which results in approval of ~~the~~ utilization of an FTZ eligible site. ~~as an FTZ.~~

3.4 **"Alternative Site Framework" (ASF)** means an optional approach to designation and management of zone sites allowing greater flexibility and responsiveness to serve single-Operator/User locations.

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3.5 **"CBPF"** means a USCBP Form as used in the Regulations, which will typically be paired with a specific number used by USCBP to identify and stipulate the use of such form.

3.6 **"Domestic Merchandise"** means merchandise which has been (i) produced in the United States and not exported therefrom, or (ii) previously imported into USCBP territory and properly released from USCBP custody.

3.7 **"Foreign-Trade Zones Board" (FTZB)** means the U.S. Foreign-Trade Zones Board of the U.S. Department of Commerce, as established by the Act. The FTZB is authorized, subject to the conditions and restrictions of the Act and of the rules and regulations made thereunder, to grant to appropriate applicants the privilege of establishing, operating, and maintaining foreign trade zones.

3.8 **"FTZ"** means Foreign-Trade Zone, as defined by the Act.

3.9 **"FTZ Eligibility"** means the issuance of a grant by the FTZB resulting in a designated area obtaining FTZ eligibility.

3.10 **"FTZ Operator"** means a corporation, partnership, or person that operates a Zone or Usage Driven Site under the terms of an Operating Agreement with the Grantee.

3.11 **"FTZ Regulations"** means Title 15, Code of Federal Regulations (CFR), Part 400, as amended, which governs the grant of authority, the establishment and maintenance of FTZ's by Grantees.

3.12 **"Grantee"** means a corporation to which the privilege of establishing, operating, and maintaining a foreign trade zone has been granted. The Grantee of FTZ No. 136 is the CPA. As used in this definition, "corporation" means a public corporation or a private corporation, as defined in the Act.

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3.13 **"Magnet Site"** means a site intended to serve or attract multiple operators or users under the ASF.

3.14 **"Non-Privileged Foreign Status Merchandise"** means imported merchandise that has not cleared USCBP and for which the User does not wish said merchandise to retain its identity, from a USCBP classification standpoint, so that if altered, it will become classifiable in its condition when it enters the customs territory of the United States. All foreign merchandise in a zone which does not have status as privileged foreign or zone restricted is considered to be in non-privileged status.

3.15 **"Operating Agreement"** means a written agreement between the Grantee and any Operator utilizing the Zone that establishes the rules, procedures and requirements for the Operator's use of the Zone.

3.16 **"Port Director"** means the USCBP Port Director with responsibility for overseeing the Activation and operations of the customs port of entry and the Zone.

3.17 **"Privileged Foreign Status Merchandise"** means imported merchandise that has not cleared customs and for which the User wishes said merchandise to retain its identity, from a USCBP classification standpoint, regardless of its condition when it ultimately enters the customs territory of the United States. The privileged status must be affirmatively requested by User.

3.18 **"Service Area"** means the jurisdiction(s) within which a Grantee proposes to be able to designate sites via minor boundary modifications under the ASF.

3.19 **"Usage Driven Site"** means a site tied to a single Operator or User under the ASF.

3.20 **"USCBP"** means the United States Customs and Border Protection Service.

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3.21 **"USCBP Regulations"** means 19 CFR 146 that governs the activities of Operators within the Zone; the admission, manipulation, manufacture or exhibition of merchandise within the Zone; the exportation of merchandise from the Zone; the transfer of merchanise from one zone to another; and the transfer of merchandise from the Zone into Customs Territory.

3.22 **"User(s)"** means a person or firm using a Zone Site for storage, handling, or processing of merchandise.

3.23 **"Zone"** means the aggregate of all Zone Sites within FTZ No. 136.

3.24 **"Zone Restricted Merchandise"** means merchandise taken into the Zone for the sole purpose of exportation, destruction or storage and which cannot re-enter the U.S. Customs territory unless FTZB determines the return would be in the public interest. Zone-restricted status must be affirmatively requested by user.

3.25 **"Zone Site"** means each separate activated area comprising FTZ No. 136.

3.26 **"Zone Schedule" or "Schedule"** means this document which constitutes the FTZ No. 136 Zone Schedule as required by 15 CFR 400.44.

4 AUTHORITY

4.1 Grantee Authority

Foreign Trade Zone No. 136 was established by FTZB Order No. 349 issued on March 16, 1987 with the CPA functioning as the Grantee. General Purpose FTZ No. 136 was expanded once through FTZB Order No. 507 issued on January 29, 1991. There have been three Administrative Actions that have altered the boundaries of the General Purpose Zone Project – Administrative Actions A-31-91, A(27f)-26-92 and A(27f)-13-97. In addition, FTZ No. 136 was reorganized under the Alternative Site Framework by FTZB Order No. 1837 dated June 18, 2012. The Service Area for FTZ No. 136 is all of Brevard County and a description of the Sites is included below.

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4.2 U.S. Customs and Border Protection Authority

The rules, regulations and rates provided in this Schedule do not supersede USCBP Rules and Regulations. Any new measures, rulings or determinations made by USCBP will apply.

4.3 Statutory and Regulatory Authority

- ☐ Foreign Trade Zones Act [19 USC 81(a) – 81(u)]
- ☐ Regulations of the Foreign-Trade Zones Board [15 CFR Part 400]
- ☐ U.S. Customs and Border Protection Regulations [19 CFR Part 146]
- ☐ Florida Statutes [Chapter 288, s.288.35 through s.288.38]

5 OPERATIONS WITHIN THE ZONE

All persons doing business within FTZ No. 136 and all operations moving merchandise into or out of FTZ No. 136 must strictly conform to the Act, FTZ Regulations, USCBP Regulations, Zone Schedule, and all other applicable federal, state and local laws, rules, and regulations. The Schedule has been adopted by the CPA, acting in its capacity as Grantee, and has been revised pursuant to FTZ Regulations [15 CFR 400.44]. This regulation directs that the Grantee shall submit to the Executive Secretary of the FTZB a zone schedule

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which sets forth (1) internal rules/regulations and policies for the zone and (2) a statement of the rates and charges (fees) applicable to zone users.

6 AUTHORITY GRANTED / ACCEPTED

6.1 Authority Granted

The Grantee grants the FTZ Operator the authority to utilize the Zone Site as a FTZ subject to the terms and conditions set forth in the Operating Agreement executed between the Grantee and the FTZ Operator.

6.2 Authority Accepted

The FTZ Operator assumes responsibility for the operation and management of the Zone Site in accordance with the terms and conditions of the Operating Agreement during the term set forth in the Operating Agreement and any extensions thereof.

7 LIABILITY

7.1 Grantee Liability

A Grantee is the entity to which the privilege of establishing, operating and maintaining a FTZ has been granted. The grant shall not be sold, conveyed, transferred, set over or assigned [19 USC 81q]. USCBP holds the FTZ Operator and its surety responsible for compliance with the USCBP Regulations through the conditions of the FTZ Operator Bond [19 CFR 113.73]. A grant of authority, per se, shall not be construed to make the Grantee liable for violations by zone participants [15 CFR 400.46(a)]. A Grantee could create liability for itself that otherwise would not exist if the Grantee undertakes detailed operational oversight of or direction to zone participants. Examples of detailed operational oversight or direction include review of an operator's inventory-control or record-keeping systems, specifying requirements for such a system to be used by an operator, and review of USCBP documentation related to an operator's zone receipts and shipments [15 CFR 400.46(b)].

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7.2 FTZ Operator Liability

An FTZ Operator agrees to terms and conditions set forth within the Operator’s Operating Agreement that covers the development and operational management of FTZ activities at their designated Zone Site(s). Operations will be consistent and in accordance with standards of operation required by USCBP and the FTZB, including those related to occupancy and use.

8 SITES COMPRISING FTZ NO. 136

8.1 Magnet Sites

SITE 1: CPA-owned lands and facilities located at Port Canaveral (884 acres).

SITE 3: Melbourne Orlando International Airport (1,820 acres).

8.2 Usage Driven Sites

SITE 7: Airbus OneWeb Satellites (11.99 acres).

SITE 8: Raider Outboards, Inc. (0.46 acres).

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8.3 List of Operators (current as of the Effective Date)

OPERATOR	SITE LOCATION	STATUS
American Cruise-Aid Logistics, Inc. 405 Atlantis Road, Suite 101 Cape Canaveral, FL 32920	Magnet Site No. 1	Activated November 7, 2007
Seaport Canaveral Corp. 555 Hwy. 401 Cape Canaveral, FL 32920-4438	Magnet Site No. 1	Activated May 4, 2010
Airbus OneWeb Satellites LLC 8301 NewSpace Drive Merritt Island, FL 32953	Usage Driven Site No. 7	Activated March 11, 2019
Raider Outboards, Inc. 1885 Armstrong Drive Titusville, FL 32780	Usage Driven Site No. 8	Activated May 25, 2021
City of Melbourne Airport Authority 800 W. Nasa Blvd. Melbourne, FL 32901	Magnet Site No. 3	Activated June 28, 2022

NOTE: The above sites are approved by FTZB standards, however, for Grantee rate schedule purposes, Activated means engaged in business with international cargo.

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9 RATES AND FEES

Property Owners and FTZ Operators shall pay the CPA for services rendered at the rate published in the following charts. Fees are based upon staff time and services involved and exclude additional out-of-pocket expenses including FTZB application fees, legal expenses, and engineering and/or surveying services.

Magnet Site	
Sponsorship of Submissions to FTZB[1]:	
~~Expansion/Reorganization Application of Existing Magnet Site~~ Establishment of a new Magnet Site	~~$7,500~~$15,000
~~Establishment of a new Magnet Site~~ Expansion/Reorganization of Existing Magnet Site	~~$15,000~~$7,500
Request for Production ~~Notification/~~Authority	$2,500
~~**Sponsorship of Requests to USCBP:**~~	
~~Activation Request~~	~~$1,500 (per site)~~
~~Alteration Request~~	~~$750 (per site)~~
~~Deactivation Request~~	~~$500 (per site)~~
Annual Fees[1]:	
Annual Fee for Activated Magnet Site (billed annually in January)~~Annual Fee to Entity functioning as its own FTZ Operator at an Activated Site (billed annually in January)~~	$5,000 (per site)

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~~Footnotes:~~

~~1.~~ [1]Additional fees charged by the FTZB are the responsibility of the Applicant.

Usage Driven Site	
Sponsorship of Submissions to FTZB[1]:	
-Establishment of a new Usage Driven Site	$5,000 (per site)
Expansion of Existing Usage Driven Site	$2,500 (per site)
Request for Production ~~Notification/~~Authority	$2,500
~~**Sponsorship of Requests to USCBP:**~~	
~~Activation Request~~	~~$1,500 (per site)~~
~~Alteration Request~~	~~$750 (per site)~~
~~Deactivation Request~~	~~$500 (per site)~~
Annual Fees[1]:	
Annual Fee for Activated Usage Driven Site (billed annually in January)	$5,000 (per site)

~~Footnotes:~~

~~1.~~ [1] Additional fees charged by the FTZB are the responsibility of the Applicant.

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9.1 Late Fee Assessment

All invoices unpaid on the 30th calendar day following the day on which the invoice was issued or the debt was due are delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-½%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

9.2 Non-Payment of Fees

The CPA reserves the right to terminate any Operating Agreement or Property Owner Agreement or otherwise deny any Operator or Property Owner the use of FTZ No. 136 as a result of the failure of Operator or Property Owner to pay fees due Grantee.

9.3 FTZ Operator Fees

Each FTZ Operator that has a clause in its FTZ Operating Agreement to provide FTZ services to the public at large shall publish its own schedule of FTZ related services offered with rates and fees to be charged to Users. This Schedule must be made available at the FTZ Operator's Zone Site and at the office of the Grantee.

10 INTERNAL RULES

The following rules governing procedures within FTZ No. 136 are issued in conformity with and supplementary to the Act and Regulations and such of the United States Statutes and Regulations relating to the Port of Entry that are applicable to FTZ Operations.

The Internal Rules section of this Schedule is divided as follows: General Operations; Improvements; Record Keeping; Advertising; Administrative Expense; Indemnification; and Insurance.

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Each FTZ Operator at FTZ No. 136 (whether Multiple User, Single User, or Usage Driven) will have an Operating Agreement in place before Activation. The following Internal Rules section of this Schedule supplements but does not supersede the terms and requirements of the Operating Agreement.

10.1 General Operations

10.1.1. Qualifications

Persons and business entities may qualify as an Operator of FTZ No. 136 provided that they are located within Grantee's Service Area, have satisfied all requirements imposed by USCBP, executed the necessary Operating Agreement with the Grantee, filed a Schedule of Rates and Fees with the Grantee (this is needed if the Operator has a clause in its FTZ Operating Agreement to provide FTZ services to the public at large), and met all additional laws and regulations imposed by agencies having jurisdiction over their activities.

10.1.2. FTZ Operations Manual

The FTZ Operator shall establish standards of operation and management and will document them in a FTZ Operations Manual. The manual will conform to requirements of the FTZB and USCBP and will apply to the admittance of all persons, firms and corporations to such premises.

10.1.3. Right of Entry

Representatives of the Grantee, FTZB, USCBP and other authorized U.S. Government Officers, shall have the right to enter the Zone Site at any time for the authorized and lawful purpose of examining the Zone Site, conferring with the FTZ Operator, its agents, invitees and employees on the premises, inspecting and checking operations, supplies, equipment and merchandise, and determining whether the business is being conducted in accordance with the procedures established in the Operations Manual, the Operating Agreement and pursuant to USCBP and FTZ Regulations. All such entries shall be in accordance with the established security procedures and with reasonable advance notice to the FTZ Operator.

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10.1.4. Performance

The FTZ Operator agrees to promptly undertake its best efforts to initiate FTZ operations. The Grantee agrees to provide necessary support for the FTZ Operator's efforts.

10.1.5. Expansion

The FTZ Operator will respond, in a timely manner, to future growth in market demand for leased space and facilities within the Zone Site including requesting expansion of facilities as deemed necessary and economically practicable by the FTZ Operator in consultation with Grantee.

10.1.6. Application to FTZB

The Grantee shall have the sole ability to file applications with the FTZB requesting modifications to Grants of Authority. Requests to modify Grant may include expansions, boundary modifications, Usage Driven Site applications and/or changes in scope of authority.

10.1.7. Prohibited Uses

FTZ No. 136 shall not be used to circumvent trade laws and directives of the United States nor shall it be used for any activities that do not comply with other applicable laws and regulations.

No retail trade shall be conducted within any Activated Areas except as approved by the FTZB and USCBP with concurrence from the Grantee.

No persons shall reside within any Activated Areas of FTZ No. 136.

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10.2 Improvements

10.2.1. Immediate Improvements

The FTZ Operator agrees to construct the improvements and facilities at the Zone Site required by the FTZB and to conform with USCBP security requirements for Activation of the Zone Site. The FTZ Operator further agrees to commence business as soon as practicable following the completion of such improvements.

10.2.2. Improvements Generally

The FTZ Operator agrees not to construct any additional Zone Site facility or make any substantial alterations to the improvements referred to above in Immediate Improvements, unless plans and specifications are first concurred with by the Grantee, FTZB, and USCBP as required by law.

10.2.3. Repairs and Maintenance

The FTZ Operator will repair and maintain the premises in a clean and orderly condition consistent with the nature of the operations at the Zone Site.

10.3 Recordkeeping

The Grantee is responsible for preparing and filing with the FTZB an Annual Report summarizing all Zone activity from January 1 through December 31 of each year. The report shall be filed by March 31 of each year pursuant to current requirements of the FTZB. In order for the Grantee to meet its responsibility in this regard, each Operator shall electronically submit its data to the Grantee through the Online FTZ Information System (OFIS) that has been created by the FTZB. Failure of an Operator to timely submit such data may result in penalties assessed by both the Grantee and the FTZB. The FTZ Operator shall be responsible for preparing a narrative and supplying photographs, as required, for the Annual Report to the FTZB. All financial and operations information concerning zone operations shall be kept confidential except that which is required to be made public by the FTZB. Any and all FTZ operations manuals, computer programs, computer reports and system designs developed by the FTZ Operator shall be kept confidential and will not be disclosed to any other entity, except for such information as shall be determined to be public information under federal, state or local laws.

All financial and accounting records concerning Zone Site operations shall be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the zone, whichever is longer.

Details of business operations of individual firms operating and using the Zone Site shall be kept confidential except for such information as shall be determined to be public information under federal, state or local laws.

10.4 Advertising

The FTZ Operator may advertise that its operations are within a Foreign Trade Zone. The Grantee may advertise that the FTZ Operator operations are within a Foreign Trade Zone. However, the Grantee agrees to consult with the FTZ Operator to assure the accuracy of published data concerning the Zone Site. If the Grantee or FTZ Operator fail to approve or disapprove, in writing, any advertising materials within fourteen (14) days after submission, such materials shall be deemed approved.

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10.5 Administrative Expenses

10.5.1. Administrative Fees

The FTZ Operator agrees to pay or cause to be paid all costs, expenses and taxes (if any) incurred by the Zone Site operation including, but not limited to, construction, installation, improvements, security, maintenance, personnel and as otherwise provided herein. The FTZ Operator also agrees to pay the Grantee an annual fee. This fee shall be examined each January as to changes required by either party.

10.5.2. U.S. Customs & Border Protection Administration Expenses

The FTZ Operator shall pay or cause to be paid the full cost of all USCBP administrative fees attributable to the Zone Site operation via direct billing.

10.5.3. U.S. Customs & Border Protection Bond Expense

The FTZ Operator shall pay the full cost of any USCBP Bond required by USCBP for operation of the Zone Site and will file directly with the Port Director.

10.6 Indemnification

The FTZ Operator agrees to protect, save, defend, indemnify, and hold harmless the Grantee, its elected officials, employees, and agents from and against any and all loss, claims, damage, and liability, including attorney fees and costs at the trial and appellate levels, whether insured or not, arising out of or incident to any acts, omission, neglect, or operations of the FTZ Operator at the Zone Site. This includes, but is not limited to, FTZ Operator liabilities under the FTZ Operator's Bond, including liquidated damages, as well as all other penalties and/or fines for violations of USCBP Regulations governing FTZ activities. Nothing stated within this paragraph shall be deemed to exculpate or relieve the Grantee from liability from the negligent acts of Grantee.

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10.7 Insurance

The FTZ Operator is required to ~~have~~ maintain ~~an~~ insurance policy(ies) for the benefit of the Grantee, naming Canaveral Port Authority ~~and show the Grantee~~ as an additional insured, ~~covering public liability for the Zone Site for bodily injury and property damage liability~~ in accordance with the types and amounts set forth in the Operating Agreement. Upon activation, ~~T~~the FTZ Operator ~~needs to~~must furnish the Grantee certificates of any such insurance.

* * * * *

BACK TO TOP

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Executive
Requested Action:	CEO Report
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Accepting the Financial Memo for August 2023 (Michael Poole).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

REPORTS_FIN_MEMO STATEMENT AUGUST_09202023.pdf

CANAVERAL PORT AUTHORITY

MEMORANDUM

TO: John Murray, CEO

FROM: Michael Poole, CFO

DATE: September 12, 2023

SUBJECT: Unaudited financial results – FY 2023 August

The following is a summary of the financial results through August for FY 2023 as compared to the amended budget.

REVENUES

Operating Revenues

For the Fiscal Year, Operating Revenues are $177.2 m, which is $10.4 m above budget. August Revenues of $13.2 m are $400 k above budget.

Cruise Revenue:

For the fiscal year, total cruise revenue (including parking) is $147.3 m and is $7.6 m above budget. There have been 840 cruise calls (Home Port & Port of Call) and 6,280,277 multi-day passengers. Cruise calls are on budget and passengers are ahead of budget.

In August, there were 64 cruise calls and 518,153 passengers.

Cargo Revenue:

The Port generated cargo revenue (port fees and rent) of $18.7 m which is $1.7 m above budget. For the fiscal year, there were 446 cargo calls and 6,418,622 tons. Fuel, lumber, granite, limestone, slag, and frozen goods are above budget.

In August, there were 40 cargo calls and 637,052 tons.

Leases/Recreation/Misc. Revenue:

Lease revenue of $4.8 m is $611 k above budget. Recreation revenue (Jetty Park) of $3.7 m is $247 k below budget. Miscellaneous revenue of $2.7 m is $812 k above budget.

EXPENSES

Operating Expenses:

Operating expenses are $101 m and are $2.3 m below the budget with savings in service contracts, salaries, promotions, and engineering.

Operating Income (Loss):

Operating Income is $76.2 m which is $12.7 m above the budget.

Non-Operating Revenues:

Non-operating revenues consist of ARPA funds, earnings on cash balances, revenues from grant administration, and gain on capital asset disposals. Total revenues from these sources for FY 2023 are $20.2 m.

Non-Operating Expenses:

Non-operating expenses consist primarily of interest expense on outstanding loans and bonds. For Fiscal Year 2023, this amount is $11.3 m.

Addition to Net Position for Debt Reduction and Port Development:

The Addition to Net Position for Debt Reduction and Port Development is $85.1 m.

Attachments –

Income Statement – August 2023

Statement of Net Position – August 2023

Canaveral Port Authority
Income Statement YTD
August 2023

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year Actual
REVENUES								
Cruise	8,296,860	7,751,260	545,600	7,720,426	109,261,784	103,038,290	6,223,494	66,282,358
Cruise Parking	2,246,289	2,605,938	(359,649)	2,388,884	38,064,477	36,695,612	1,368,865	23,659,039
Cargo	1,728,509	1,575,618	152,891	1,824,535	18,690,564	16,996,296	1,694,268	16,924,440
Leases	456,052	345,184	110,868	432,226	4,768,911	4,157,659	611,252	4,124,217
Recreation	231,052	354,223	(123,171)	289,912	3,703,782	3,951,198	(247,416)	3,814,168
Miscellaneous	241,127	167,249	73,878	256,049	2,764,733	1,952,244	812,489	1,820,305
TOTAL OPERATING REVENUES	$ 13,199,888	$ 12,799,472	$ 400,416	$ 12,912,032	$ 177,254,251	$ 166,791,299	$ 10,462,952	$ 116,624,528
EXPENSES								
Operations	1,016,969	959,901	57,068	812,610	12,303,193	12,629,767	(326,574)	8,153,695
Facilities	1,293,391	1,323,401	(30,010)	1,377,987	12,508,681	12,503,983	4,698	10,322,608
Parks and Recreation	174,873	189,338	(14,465)	189,769	1,947,275	2,245,078	(297,803)	1,994,068
Public Safety	934,445	961,622	(27,177)	854,311	10,427,446	10,627,701	(200,255)	9,450,090
Fire Training Facility	38,905	27,047	11,858	42,611	339,109	297,516	41,593	256,557
Commission	27,590	29,335	(1,745)	24,149	305,735	334,661	(28,926)	269,929
Executive	168,399	167,146	1,253	136,577	1,923,958	1,898,490	25,468	1,628,413
Finance & Accounting	166,843	149,332	17,511	121,477	1,820,166	1,811,207	8,959	1,688,053
Administrative Services	855,482	855,148	334	682,013	8,522,729	9,615,846	(1,093,117)	7,288,580
Engineering & Environmental	158,332	173,429	(15,097)	132,998	1,919,745	2,019,519	(99,774)	1,532,658
Business Development	73,085	87,280	(14,195)	54,400	848,079	1,015,502	(167,423)	643,330
Tenant & Property Development	22,164	34,964	(12,800)	22,970	338,808	428,398	(89,591)	268,351
Government & Strategic Comm.	132,972	113,317	19,655	107,088	1,263,112	1,306,317	(43,205)	973,238
Depreciation	4,233,214	4,233,213	1	4,024,510	46,565,355	46,565,349	6	44,430,798
OPERATING EXPENSES	9,296,665	9,304,473	(7,808)	8,583,470	101,033,389	103,299,334	(2,265,945)	88,900,368
OPERATING INCOME (LOSS)	3,903,223	3,494,999	408,224	4,328,562	76,220,862	63,491,965	12,728,897	27,724,160
NON-OPERATING REVENUES	846,398	1,169,325	(322,927)	8,803,647	20,226,704	18,805,884	1,420,820	39,628,886
NON-OPERATING EXPENSES	1,010,665	1,024,614	(13,949)	1,020,205	11,358,138	11,497,434	(139,296)	11,265,583
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	$ 3,738,955	$ 3,639,710	$ 99,245	$ 12,112,004	$ 85,089,428	$ 70,800,415	$ 14,289,013	$ 56,087,462

Canaveral Port Authority
Statements of Net Position
August 2023

	August 2023	August 2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 61,607,175	$ 48,806,048
Cash and cash equivalents - restricted	1,938,909	1,841,667
Cash designated for capital projects	131,419,533	43,299,552
Accounts receivable, net	12,066,491	17,742,743
Prepaid expenses	4,137,180	3,421,836
Due from other governmental units	930,098	8,847,246
Inventory	655,593	536,838
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	$ 212,773,609	$ 124,514,562
NONCURRENT ASSETS		
Cash & cash equivalents - restricted	12,770,940	12,623,074
Other receivables and deposits, long term	5,459,117	5,459,117
Capital Assets, Net of Accumulated Depreciation	661,745,124	663,836,378
TOTAL NONCURRENT ASSETS	$ 679,975,181	$ 681,918,569
TOTAL ASSETS	$ 892,748,790	$ 806,433,131
DEFERRED OUTFLOWS OF RESOURCES	$ 523,304	$ 654,991
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 10,316,924	$ 5,100,391
Accrued compensated balances	2,724	3,021
Unearned Revenue	834,920	1,488,656
Payroll and sales tax payable	198,335	133,109
Revenue bonds payable, current	16,723,750	16,367,500
Line of credit	5,000,000	5,000,000
Other liabilities, current	1,951,886	1,667,186
Payable from restricted assets:		
Accrued interest payable	2,819,043	2,910,016
Revenue bonds payable, current	186,250	177,500
TOTAL CURRENT LIABILITIES	$ 38,033,832	$ 32,847,378
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	$ 340,706,228	$ 357,859,211
Line of credit	16,000,000	24,000,000
Other noncurrent liabilities	3,746,315	4,320,349
TOTAL NONCURRENT LIABILITIES	$ 360,452,544	$ 386,179,560
TOTAL LIABILITIES	$ 398,486,376	$ 419,026,938
DEFERRED INFLOWS OF RESOURCES	$ 1,301,323	$ 441,257
NET POSITION		
Invested in capital assets, net of related debt	$ 286,901,292	$ 261,234,735
Restricted for future debt service	12,770,940	12,623,074
Unrestricted	193,812,164	113,762,119
TOTAL NET POSITION	$ 493,484,395	$ 387,619,927
TOTAL LIABILITIES AND NET POSITION	$ 893,272,094	$ 807,088,123

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Approving the List of Disposals, Legal Bills and Commissioner Minor Expenses for August 2023. (Pat Poston)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	.

Attachments:

REPORTS_FIN_DISPOSALS_09202023.pdf

REPORTS_FIN_LEGAL BILLS_09202023 Public-PP2.pdf

Canaveral Port Authority **Fixed Asset Items for Disposal** **FY23 - September 2023**

Item Description	FAM Asset ID	Make	Model	Remaining Book Balance	Reason	Requested By	Disposal Method
Customs - Printer	FAM001225	HP	5200dtn	$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM001226	HP	5200dtn	$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM001227	HP	5200dtn	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001236	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001237	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001238	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001239	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001240	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001241	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001242	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Computer, Desktop	FAM001260	Dell	optiplex 7010	$ -	Obsolete	M. Lorusso	Recycle
Customs - Computer, Desktop	FAM001261	Dell	Optiplex	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM001262	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002708	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002709	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002710	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002711	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002712	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002713	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Computer Desktop	FAM002729	Dell	Optiplex 7010	$ -	Obsolete	M. Lorusso	Recycle
Customs - Switch	FAM002737		EX4300	$ -	Obsolete	M. Lorusso	Recycle
Customs - Switch	FAM002738		EX4300	$ -	Obsolete	M. Lorusso	Recycle
Customs - Switch	FAM002739		EX4200	$ -	Obsolete	M. Lorusso	Recycle
Customs - Switch	FAM002740		EX4200	$ -	Obsolete	M. Lorusso	Recycle
Customs - Switch	FAM002741	Riverbed		$ -	Obsolete	M. Lorusso	Recycle
Customs - Switch	FAM002742			$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM002746	HP		$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM002749	Hp	Phaser 4600	$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM002751	Hp	Phaser 4600	$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM002753	HP		$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM002755	HP		$ -	Obsolete	M. Lorusso	Recycle
Customs - Computer Desktop	FAM002867	Dell		$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002899	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002900	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002901	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002902	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002904	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002905	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002907	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002908	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002910	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002911	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002912	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002913	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002915	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002916	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002917	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002918	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002919	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Scanner	FAM002923	Crossmatch	Guardian	$ -	Obsolete	M. Lorusso	Recycle
Customs - Printer	FAM002929	Lexmark		$ -	Obsolete	M. Lorusso	Recycle
Barrier Gate w/ Arm CT1	FAM002804	Magnetic Control	Pro M	$ -	Obsolete	B. Cameron	Parted Out/Trash
Ticket Spittter CT1	FAM002807	DataPark	DP500/5900	$ -	Obsolete	B. Cameron	Parted Out/Trash
Badge Printer	FAM004435	Fargo	DTC1250e	$ -	Broken/Damaged	G. Hartlage	Recycle
Zoll Auto Pulse - FD	FAM001658	Zoll	Auto Pulse 100	$ -	Trade In	Dave Sargeant	Trade In
Zoll Battery Charger - FD	FAM001659	Zoll	Auto Pulse 8700-0753	$ -	Trade In	Dave Sargeant	Trade In
AED - FD	FAM001649	Physio-Control	Life Pak 1000	$ -	Trade In	Dave Sargeant	Trade In
Camera - Go To Meetings	FAM001397	Huddle Cam HD	Huddle-12X	$ -	Obsolete	M. Lorusso	Recycle
Laptop	FAM003641	Dell	Latitude E5570	$ -	Obsolete	M. Lorusso	Recycle
Trailer, Dual Axle ET-306	FAM002029	Champion ET-306	Trailer Works 20 foot	$ -	Obsolete	B. Carroll	Auction
Golf Cart, GEM P-411	FAM002072	Global P-411	e2	$ -	Obsolete	B. Carroll	Auction
Golf Cart, GEM PO-111	FAM002070	Global PS-111	e2	$ -	Obsolete	B. Carroll	Auction
Golf Cart, GEM R-311	FAM002071	Global P-311	e2	$ -	Obsolete	B. Carroll	Auction
CT1 Terminal (56 monitors)	FAM001095	NEC	AS241W-BK	$ -	Obsolete	M. Lorusso	Recycle
Total				$ -			

Canaveral Port Authority **Fixed Asset Items for Disposal** **FY23 - September 2023**

Item Description	FAM Asset ID	Make	Model	Remaining Book Balance	Reason	Requested By	Disposal Method
Non-Fixed Assets							
(51) Warranty Lights from CT10					Damaged	AJ	Scrap
CT1 Pay Station		DataPark	DP500/5900		Obsolete	B. Cameron	Parted Out/Trash
CT1 Exit Barrier w/ arm		Magnetic Control	HubPro MRCB		Obsolete	B. Cameron	Parted Out/Trash
Hisense Portable AC Unit		Hisense	AP-10CR1SEPS		Broken	AJ	Trash
LG Portable AC Unit		LG			Broken	AJ	Trash
Magic Chef Mini Fridge		Magic Chef			Obsolete	AJ	Trash
Jetty Park Cabin Mini Fridge		Magic Chef			Broken	AJ	Trash
Facilities Microwave		Emerson			Broken	AJ	Trash
(2) cabin ac units					Broken	AJ	Trash
Power supply (2)		Lanolinx	LNP-1002GN-T		Obsolete	M. Lorusso	Recycle
Head set		Jabra Mono Headset			Obsolete	M. Lorusso	Recycle
Dish TV EchoStar & 3 Remotes		Dish	ViP211z		Obsolete	M. Lorusso	Recycle
Silver LG TV remote		LG	na		Obsolete	M. Lorusso	Recycle
Black remote for cameras			na		Obsolete	M. Lorusso	Recycle
UPS – APC (6)		apc	SMT750C		Obsolete	M. Lorusso	Recycle
Dell Docking Station		Dell	D6000		Obsolete	M. Lorusso	Recycle
Poly Conference		Poly	Trio C60		Obsolete	M. Lorusso	Recycle
MPC Desktop Speakers (2)		MPC	MF1566		Obsolete	M. Lorusso	Recycle
Dell Computer-desktop		Dell	Optiplex 9020		Obsolete	M. Lorusso	Recycle
TV		VIZIO	E421VO		Obsolete	M. Lorusso	Recycle
TriplePlay (37)		SVSi	N2211		Obsolete	M. Lorusso	Recycle
2 1/2 BOXES OF TRIPLE PLAY CORDS		MIX			Obsolete	M. Lorusso	Recycle
CPA-ET-NVR1		NICE			Obsolete	M. Lorusso	Recycle
CPA-COM-NVR3		NICE			Obsolete	M. Lorusso	Recycle
CPA-COM-NVR4 - NVR NICE		NICE			Obsolete	M. Lorusso	Recycle
CPA-OPS-NVRIMOCPD		NICE			Obsolete	M. Lorusso	Recycle
Nice NVR (10)		NICE			Obsolete	M. Lorusso	Recycle
AMS SERVER KVM8					Obsolete	M. Lorusso	Recycle
NVR NICE					Obsolete	M. Lorusso	Recycle
APC BATTERY (4)		APC Smart UPS	X series		Obsolete	M. Lorusso	Recycle
SMART UPS		APC Smart UPS	750VA LCD		Obsolete	M. Lorusso	Recycle
Extreme Wireless Access Points (23)		Extreme	AP510i-FCC		Obsolete	M. Lorusso	Recycle
Wireless access point (3)		Cisco	air-cap27021-a1k9		Obsolete	M. Lorusso	Recycle
Power Supply (2)		Mean Well	DR-120-48		Obsolete	M. Lorusso	Recycle
Smart UPS		APC Smart UPS	SMT750		Obsolete	M. Lorusso	Recycle
Tripleplay (14)		Spinetix	HMP200		Obsolete	M. Lorusso	Recycle
Nomad Link-audio equipment (4)		LAB.GRUPPEN	NLB-60E		Obsolete	M. Lorusso	Recycle
audio equipment (4)		Sound Web	BSSBLU-BOB2-M		Obsolete	M. Lorusso	Recycle
Amplifier (4)		LAB.GRUPPEN	C 10:4X		Obsolete	M. Lorusso	Recycle
audio & visual equipment (15)		Dish	ViP211k		Obsolete	M. Lorusso	Recycle
CAGE FOR N3121 Encoder equipment		0	N9206		Obsolete	M. Lorusso	Recycle
Large box network cables (purple/grey/black)/HDMI/Adapters/Power supplies					Obsolete	M. Lorusso	Recycle
Audio/paging power system with cables-8output plugging station					Obsolete	M. Lorusso	Recycle
LCD Computer Monitor		Samsung	UN55MU7000FXZA		Obsolete	G. Hartlage	Recycle

Canaveral Port Authority
Summary of Legal Bills for approval
Commission Meeting 09/20/2023

Invoice#	Firm		Amount
August 1st thru August 31st, 2023	Stromire Bistline & Miniclier	$	5,700.00
5950259	Littler	$	4,768.00
896094	Ford Harrison	$	1,008.00
70089	LLPCM	$	8,540.00
	Total	**$**	**20,016.00**

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for August 2023 (Pat Poston).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

REPORTS_FIN_STATISTICAL_09202023.pdf

REPORTS_FIN_AGING 09.20.23-PP2.pdf

REPORTS_FIN_LIST OF BILLS_09202023-PP.pdf

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR August 2023

SHIP CALLS:	YTD FY2023	YTD FY2022		August 2023	August 2022	
Cargo	446.0	389.0	14.65%	40.0	40.0	0.00%
Layberth / Other	156.0	118.0	32.20%	15.0	9.0	66.67%
Cruise - Multi-Day	840.0	734.5		64.0	66.0	
Cruise - Gaming (Single Day)	514.0	459.0	11.98%	50.0	42.0	19.05%
TOTAL SHIP CALLS:	1,956.0	1,700.5	15.02%	169.0	157.0	7.64%
SHIP DAYS ON BERTH:	4,664.0	4,613	1.11%	414.0	410	0.98%
CARGO TONNAGE (short tons):						
Aggregate	1,026,796	1,051,485	-2.35%	156,582	175,140	-10.60%
Containers	10,051	7,038	42.80%	0	115	-100.00%
Dry Bulk Cargo	948,307	926,471	2.36%	62,246	106,481	-41.54%
Break Bulk Cargo	151,765	97,466	55.71%	24,577	(21,927)	-212.09%
Lumber (594,140 1000'sBF / 550,870 1000'sBF)	901,403	841,999	7.06%	74,960	104,503	-28.27%
Machinery, Equipment (W/M)	2,312	1,764	31.08%	166	513	-67.71%
Petroleum & LNG	3,377,988	3,174,989	6.39%	318,520	309,289	2.98%
TOTAL CARGO TONNAGE:	6,418,622	6,101,213	5.20%	637,052	674,115	-5.50%
CARGO REVENUE:	$ 13,423,630	$ 11,793,082	13.83%	$ 1,190,819	$ 1,397,940	-14.82%
LAYBERTH/OTHER REVENUE:	$ 1,015,233	$ 960,705	5.68%	$ 102,452	$ 70,617	45.08%
GRAND TOTAL CARGO / OTHER REVENUE:	$ 14,438,863	$ 12,753,787	13.21%	$ 1,293,271	$ 1,468,558	-11.94%

	Units	TEU'S	Units	TEU'S		Units	TEU'S	Units	TEU'S	
CONTAINERS-# LOAD	417	491	472	620				13	26	
CONTAINERS-# EMP'Y	547	1713	483	509						

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR August 2023

* CRUISE PASSENGERS	YTD FY2023		YTD FY2022			August 2023		August 2022		
	* Rev. Psgrs. = embarking, debarking, Intransit passengers					* Rev. Psgrs. = embarking, debarking, Intransit passengers				
MULTI-DAY CRUISE PASSENGERS:	PSGRS	VOY'G	PSGRS	VOY'G		PSGRS	VOY'G	PSGRS	VOY'G	
Carnival Cruise Lines										
Conquest - POC			2,400	1	-100.00%					
Ecstasy - POC				4						
Elation - HP	11	1.5	131,066	43.0	-99.99%					
Freedom - HP	496,900	75.0	149,091	26.0	233.29%	42,927	6.0	44,301	7.0	-3.10%
Liberty - HP	650,913	95	311,535	67.0	108.94%	57,288	8	56,439	9.0	1.50%
Magic - HP	225,380	28.5	206,539	33.5	9.12%					
Mardi Gras - HP	571,733	48.5	488,836	48.5	16.96%	48,953	4.0	46,942	4	4.28%
Paradise				7						
Sensation - HP				1						
Costa Deliziosa (CCL Affiliate) - POC	1,643	1			100.00%					
Nieuw Statendam (CCL Affiliate) - POC	2,236	1			100.00%					
Queen Elizabeth (CCL Affiliate) - POC			1,348	1	-100.00%					
Ventura (CCL Affiliate) - POC	2,391	1			100.00%					
Disney Cruise Lines										
Dream - HP			279,127	71.5	-100.00%					
Fantasy - HP	338,393	48.0	218,963	49.0	54.54%	29,853	4.0	25,739	4.0	15.98%
Wish - HP	698,135	95.5	102,985	20.0	577.90%	62,110	8.0	61,136	9	1.59%
MSC Cruises										
Divina - HP	7,713	2.0	124,957	41.5	-93.83%			25,043	6.0	-100.00%
Meraviglia - HP & POC	364,989	53.5	59,803	26.5	510.32%	10,710	2.0			100.00%
Seaside - HP	269,042	30.5			100.00%	64,467	7.0			100.00%
Norwegian Cruise Lines										
Escape - POC	197,609	21.0	65,500	20.5	201.69%					
Gem - POC	4,050	2	4,539	4	-10.77%					
Getaway - HP & POC	140,132	23.5	79,305	16.5	76.70%			23,017	4.0	-100.00%
Joy - HP	12,073	2.5	6,979	2	100.00%	4,482	1.0	6,979	2	-35.78%
Prima - HP	97,531	15.0			100.00%					
Insignia (NCL Affiliate)	597	1			100.00%					
Riviera (NCL Affiliate) - POC	1,002	1			100.00%					
Seven Seas Navigator (NCL Affiliate) - POC	464	1	536	2	-13.43%					
Other Cruise Lines - POC										
Ocean Voyager			338	5	-100.00%					
Royal Caribbean Int'l										
Allure of the Seas - POC			29,097	5.5	-100.00%					
Anthem of the Seas - POC	87,462	19	44,593	15	96.13%					
Enchantment of the Seas - HP	35,035	15.5	13,652	10	156.63%					
Harmony of the Seas - HP	62,579	5.5	369,723	42.0	-83.07%			46,762	4.0	-100.00%
Independence of the Seas - POC	733,663	84.0	560,963	85.5	30.79%	71,543	8.0	75,336	9.0	-5.03%
Jewel of the Sea - HP	118,086	26.5			100.00%					
Mariner of the Seas - HP	409,052	56.0	328,855	66.0	24.39%	30,455	4.0	34,575	5.0	-11.92%
Oasis of the Seas - HP	128,233	20.5	105,463	20	21.59%	26,775	4.0	19,167	3	39.69%
Wonder of the Seas - HP	563,267	44			100.00%	54,167	4			100.00%
TUI Cruises										
Marella Discovery - HP & POC	55,157	19			100.00%	14,423	4			100.00%
Mein Schiff 1 (RCI Affiliate) - POC	4,806	2			100.00%					
TOTAL MULTI-DAY PASSENGERS:	6,280,277	840.0	3,686,193	734.5	70.37%	518,153	64.0	465,436	66.0	11.33%
GAMING VESSEL PASSENGERS:										
Victory 1	132,509	514	127,865	459	3.63%	11,836	50	11,625	42	1.82%
TOTAL GAMING VESSEL PASSENGERS:	132,509	514	127,865	459	3.63%	11,836	50	11,625	42	1.82%
TOTAL CRUISE/GAMING PASSENGERS:	6,412,786	1,354.0	3,814,058	1,193.5	68.14%	529,989	114.0	477,061	108.0	11.09%
TOTAL MULTI-DAY CRUISE REVENUE:	$ 146,263,318		$ 88,916,343		64.50%	$ 10,447,644		$ 10,015,969		4.31%
TOTAL GAMING VESSEL REVENUE:	$ 1,062,944		$ 1,025,053		3.70%	$ 95,504		$ 93,342		2.32%
GRAND TOTAL CRUISE / GAMING REVENUE:	$ 147,326,261		$ 89,941,397		63.80%	$ 10,543,148		$ 10,109,310		4.29%
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:	$ 161,765,125		$ 102,695,184		57.52%	$ 11,836,419		$ 11,577,868		2.23%

INTERNAL MEMORANDUM

TO: Commissioners of Canaveral Port Authority
John Murray, CEO

FROM: Diana Mims-Reid, Controller DMR

DATE: September 11, 2023

SUBJECT: Account Receivable Update

The following is a brief update of the Accounts Receivable billing and collection process. Staff continues to work with our customers to ensure collection and credit of accounts.

Staff has been working closely with our customer and business partners to maintain a current billing and account balance status. Most of our accounts are in line as evidenced by the 97.8% with balances in less than 30 days. We are working with all others to bring accounts current.

Attached is the aging report as of September 11, 2023. The Current accounts are 97.8% of total Accounts Receivable of $11,600,347.50. We will send any necessary notices. The updated aging results will be provided at the meeting on September 20, 2023.

The following accounts are due to/have been sent notices of action and/or late fee assessments.

Ambassador Services, LLC
Canaveral Port Properties
Florida Power & Light
Lloyd & Agnes T. DeSouza
Martin Marietta Materials
Pirates Best Marine, Inc.
Polaris New Energy LLC
Q-LNG Transport, LLC
Seven Seas Academy
Sims Crane & Equipment Co., Inc.
Vitol Inc / Seaport Canaveral Corp.

CANAVERAL PORT AUTHORITY **A/R Aging Summary** **9/11/2023**

Customer	0-30	31-60	61-90	90+	Total
A.R. Savage & Son LLC	$18,837.57	$0.00	$0.00	$0.00	$18,837.57
AAEA Investments, LLC	$1,304.10	$0.00	$0.00	$0.00	$1,304.10
Ambassador Services International, LLC	$395,306.31	$0.00	$0.00	$0.00	$395,306.31
Ambassador Services, LLC	$294,300.08	$1,034.48	$0.00	$0.00	$295,334.56
Aviara Boats, LLC	$1,427.50	$0.00	$0.00	$0.00	$1,427.50
Beyel Brothers, Inc.	$2,966.16	$0.00	$0.00	$0.00	$2,966.16
Canaveral Port Properties	$1,202.77	$1,202.77	$0.00	$0.00	$2,405.54
Carnival Cruise Line/Seabourn	$3,464,462.64	$0.00	$0.00	$0.00	$3,464,462.64
CEMEX Construction Materials Florida, LLC	$37,168.66	$0.00	$0.00	$0.00	$37,168.66
Fillette Green Shipping Services (USA) Corp	$78,542.81	$0.00	$0.00	$0.00	$78,542.81
Florida Power & Light	$0.00	$0.00	$60.00	$0.00	$60.00
Glover Oil Co.	$742.08	$0.00	$0.00	$0.00	$742.08
GT USA LLC	$18,169.60	$0.00	$0.00	$0.00	$18,169.60
HM Southeast Cement LLC (L043's)	$23,754.80	$0.00	$0.00	$0.00	$23,754.80
Inchcape Shipping Service	$43,939.46	$0.00	$0.00	$0.00	$43,939.46
Intercruises Port Operations USA Inc	$503,455.58	$0.00	$0.00	$0.00	$503,455.58
Lloyd & Agnes T. DeSouza	$0.00	$0.00	$138.00	$0.00	$138.00
Magical Cruise Company dba DCL Port Facilities, LLC	$1,434,186.02	$0.00	$0.00	$6,500.00	$1,440,686.02
Martin Marietta Materials	$5,955.20	$0.00	$363.46	$0.00	$6,318.66
MLSBC Cruises Ltd Cape Canaveral	$1,379,311.88	$0.00	$0.00	$0.00	$1,379,311.88
Moran Gulf Shipping	$98,718.94	$0.00	$0.00	$0.00	$98,718.94
Morton Salt, Inc.	$16,027.48	$0.00	$0.00	$0.00	$16,027.48
Norfolk Dredging	$5,103.89	$0.00	$0.00	$0.00	$5,103.89
Norton Lilly International	$147,315.48	$0.00	$0.00	$0.00	$147,315.48
Norwegian Cruise Line	$64,462.64	$0.00	$0.00	$0.00	$64,462.64
Palmdale Oil Company, Inc.	$139.35	$0.00	$0.00	$0.00	$139.35
Pelican Party Boats	$1,250.61	$0.00	$0.00	$0.00	$1,250.61
Pirates Best Marine, Inc.	$4,618.59	$4,618.59	$0.00	$0.00	$9,237.18
Polaris New Energy LLC	$19,039.95	$3,193.01	$3,268.01	$0.00	$25,500.97
Port Canaveral Leasing & Storage, Inc.	$3,455.39	$0.00	$0.00	$0.00	$3,455.39
Q-LNG Transport, LLC	$3,761.73	$3,762.30	$3,162.30	$0.00	$10,686.33
Royal Caribbean Group	$2,782,644.97	$0.00	$0.00	$0.00	$2,782,644.97
RTJ Creations, LLC	$4,180.13	$0.00	$0.00	$0.00	$4,180.13
Sea Ray Division of Brunswick Corporation	$2,397.34	$0.00	$0.00	$0.00	$2,397.34
Seaport Canaveral Corporation	$3,435.82	$0.00	$0.00	$0.00	$3,435.82
Seven Seas Academy	$22,357.67	$148.00	$0.00	$0.00	$22,505.67
Sims Crane & Equipment Co., Inc.	$723.15	$325.00	$0.00	$0.00	$1,048.15
Smith & Associates Enterprises, Inc.	$3,023.47	$0.00	$0.00	$0.00	$3,023.47
SpaceX	$113,728.00	$0.00	$0.00	$0.00	$113,728.00
SSI Lubricants, LLC (dba) SSI Petroleum	$338.06	$0.00	$0.00	$0.00	$338.06
TransMontaigne Terminals LLC	$98,544.61	$0.00	$0.00	$0.00	$98,544.61
Tropic Oil Co	$804.32	$0.00	$0.00	$0.00	$804.32
United States Coast Guard	$6,878.87	$0.00	$0.00	$0.00	$6,878.87
Valls Shipping Company	$19,685.23	$0.00	$0.00	$0.00	$19,685.23
Victory Casino Cruise	$25,028.47	$0.00	$0.00	$0.00	$25,028.47
Vitol Inc / Seaport Canaveral Corp.	$185,866.31	$0.00	$230,744.46	$0.00	$416,610.77
Waters Edge Bait and Tackle	$3,263.43	$0.00	$0.00	$0.00	$3,263.43
Total	**$11,341,827.12**	**$14,284.15**	**$237,736.23**	**$6,500.00**	**$11,600,347.50**
	97.8%	0.1%	2.0%	0.1%	100%

Canaveral Port Authority
CPA List of Bills
August 1, 2023 - August 31, 2023

Date	Document Number	Type	Name	Memo	Amount
8/10/2023	153536	Bill Payment	Brevard County Sheriffs Office	Special Security Detail for Wks 7/22/23 to 8/4/23	($22,701.25)
8/10/2023	153537	Bill Payment	Gattos Tires and Auto Service		($963.10)
8/10/2023	153538	Bill Payment	GO Signs		($2,710.00)
8/10/2023	153539	Bill Payment	NAPA Auto Parts		($175.58)
8/10/2023	153540	Bill Payment	Baker Distributing Co LLC		($1,289.11)
8/10/2023	153541	Bill Payment	Schindler Elevator Corporation		($74,821.24)
8/10/2023	153542	Bill Payment	Ace Hardware of Cape Canaveral		($630.53)
8/10/2023	153543	Bill Payment	Airport Canaveral		($12,300.00)
8/10/2023	153544	Bill Payment	Imperial Towing of Brevard LLC		($300.00)
8/10/2023	153545	Bill Payment	Lisa Cullen Tax Collector	Tourist Tax-July 2023	($8,501.85)
8/10/2023	153546	Bill Payment	UniFirst Corporation		($978.14)
8/10/2023	153547	Bill Payment	Galls		($546.53)
8/10/2023	153548	Bill Payment	Amazon Business		($1,251.38)
8/10/2023	153549	Bill Payment	Lowe's Home Centers Inc		($122.55)
8/10/2023	153550	Bill Payment	Home Depot (Store)		($6,020.18)
8/10/2023	153551	Bill Payment	Hershey's Ice Cream		($403.56)
8/10/2023	153552	Bill Payment	ADM II Exhibits & Displays Inc		($6,462.00)
8/10/2023	153553	Bill Payment	ADM II Exhibits & Displays Inc		($2,580.40)
8/10/2023	153554	Bill Payment	Gexpro		($732.42)
8/10/2023	153555	Bill Payment	Raybro Electric Supplies		($4,977.17)
8/10/2023	153556	Bill Payment	Canaveral Fire Rescue	Arizona Vortex Kit. Rope rescue equipment TEAM Equipment	($13,786.10)
8/10/2023	153557	Bill Payment	PCMTA	CPR Certification Training	($1,130.00)
8/10/2023	153558	Bill Payment	D&A Window Cleaning Services Inc		($5,654.40)
8/10/2023	153559	Bill Payment	Carrier Enterprise LLC		($1,674.95)
8/10/2023	153560	Bill Payment	Uline Inc		($644.29)
8/10/2023	153561	Bill Payment	Rockledge Winsupply Inc		($5,147.91)
8/10/2023	153562	Bill Payment	Liebherr USA Co		($8,837.78)
8/10/2023	153563	Bill Payment	PPG Architectural Finishes Inc		($4,137.96)
8/10/2023	153564	Bill Payment	Grainger Industrial Supply		($1,796.84)
8/10/2023	153565	Bill Payment	ADP LLC		($492.00)
8/10/2023	153566	Bill Payment	ADP LLC		($476.64)
8/10/2023	153567	Bill Payment	Iron Mountain Records Management	R491D/Canaveral Port Authority	($813.18)
8/10/2023	153568	Bill Payment	DEX Imaging LLC		($1,795.78)
8/10/2023	153569	Bill Payment	Water Weights Inc		($13,500.00)
8/10/2023	153570	Bill Payment	Overhead Door of America		($5,466.00)
8/10/2023	153571	Bill Payment	Trane U.S. Inc		($4,776.91)
8/10/2023	153572	Bill Payment	Gray Robinson PA	FY23 State Lobbying Consultant - 100122-093023	($7,333.33)
8/10/2023	153573	Bill Payment	Nationwide	Nationwide Employee Pet Insurance Deductions	($560.64)
8/10/2023	153574	Bill Payment	Carolina Filters Inc		($1,364.10)
8/10/2023	153575	Bill Payment	Florida Bulb and Ballast		($1,727.50)
8/10/2023	153576	Bill Payment	East Coast Lumber & Supply Co		($1,857.33)
8/10/2023	153577	Bill Payment	Glover Oil Co Inc		($36,159.44)
8/10/2023	153578	Bill Payment	Staples Inc	Computer Sup/Office Sup/Small Equipment/Small Furniture	($3,101.60)
8/10/2023	153579	Bill Payment	Advance Auto Parts		($110.79)
8/10/2023	153580	Bill Payment	Kool Breeze Ice Co		($226.80)
8/10/2023	153581	Bill Payment	Your Laundry Butler		($2,323.30)
8/10/2023	153582	Bill Payment	Overhead Door Company of Central		($1,515.84)
8/10/2023	153583	Bill Payment	American Guard Services Inc		($8,064.00)
8/10/2023	153584	Bill Payment	Inspire Placemaking Collective Inc	Port Canaveral - Marina District Development Guidelines	($13,650.00)
8/10/2023	153585	Bill Payment	Fastenal		($4,998.69)
8/10/2023	153586	Bill Payment	Bond Plumbing Supply Inc		($97.52)
8/10/2023	153587	Bill Payment	R.E. Michel Company LLC		($4,286.54)
8/10/2023	153588	Bill Payment	Schaeffer Manufacturing Company		($2,815.20)
8/10/2023	153589	Bill Payment	HUB Parking Technology USA Inc		($10,102.75)
8/10/2023	153590	Bill Payment	Quench USA Inc		($73.55)
8/10/2023	153591	Bill Payment	DynaFire LLC		($213.50)
8/10/2023	153592	Bill Payment	Lynch Oil Company Inc		($3,642.09)
8/10/2023	153593	Bill Payment	East Coast Fence & Guardrail of Brev		($2,626.58)
8/10/2023	153594	Bill Payment	Johnstone Supply		($744.66)
8/10/2023	153595	Bill Payment	PIP Printing	CPA Aerial Photos Port Wide	($1,310.88)
8/10/2023	153596	Bill Payment	Village Flooring Plus LLC		($622.71)
8/10/2023	153597	Bill Payment	Brevard County Traffic Engineering		($5,175.15)
8/10/2023	153598	Bill Payment	BTM Coaches Inc	6 Buses: CT to CT Transfers	($7,000.02)
8/10/2023	153599	Bill Payment	Florida High Speed Internet		($1,0

Canaveral Port Authority
CPA List of Bills
August 1, 2023 - August 31, 2023

8/10/2023	153600	Bill Payment	Safety Shoe Distributors LLC	FY 2023 Employee Safety Shoes	($382.40)
8/10/2023	153601	Bill Payment	Archive Management Solutions LLC	Records Storage and Document Destruction 100122-093023	($381.13)
8/10/2023	153602	Bill Payment	Boggs Fire Equipment Inc		($52.08)
8/10/2023	153603	Bill Payment	Line-X of Brevard		($1,598.00)
8/10/2023	153604	Bill Payment	Reflective Apparel Factory Inc		($432.20)
8/10/2023	153605	Bill Payment	The Sherwin Williams Company		($547.57)
8/10/2023	153606	Bill Payment	Southern Lock & Supply		($3,129.66)
8/10/2023	153607	Bill Payment	Texas Trailers Sales & Service		($6,206.00)
8/10/2023	153608	Bill Payment	Morse Communications Inc		($1,589.77)
8/10/2023	153609	Bill Payment	Lake Doctors Inc, The		($446.00)
8/10/2023	153610	Bill Payment	Beyel Brothers Inc.		($1,837.00)
8/10/2023	153611	Bill Payment	IM Solutions Inc		($1,185.47)
8/10/2023	153612	Bill Payment	The Vernon Company		($1,367.54)
8/10/2023	153613	Bill Payment	Sunbelt Rentals		($911.25)
8/10/2023	153614	Bill Payment	Boulevard Tire Center		($3,000.52)
8/10/2023	153615	Bill Payment	ABC Awning Company		($5,700.00)
8/10/2023	153616	Bill Payment	Interbay Coatings Inc		($845.00)
8/10/2023	153617	Bill Payment	Brevard Achievement Center Enterprises	July 2023 Custodial Services	($158,720.95)
8/10/2023	153618	Bill Payment	Ring Power Corporation		($11,567.09)
8/10/2023	153619	Bill Payment	Florida Department of Health	Bill ID Permit # 05-54-00506 for 05-BID-6717282	($675.00)
8/10/2023	153620	Bill Payment	Anderson Rentals Inc		($703.75)
8/10/2023	153621	Bill Payment	Central Hydraulics & Equipment Inc		($90.78)
8/10/2023	153622	Bill Payment	Motor City Restyling		($465.00)
8/10/2023	153623	Bill Payment	Ambassador Services International LLC	Refund of Security Deposit-Lease ID P421	($8,950.69)
8/10/2023	153624	Bill Payment	Alidade MER		($24,976.85)
8/10/2023	153625	Bill Payment	Marie's Coffee Service		($207.00)
8/10/2023	153626	Bill Payment	Paradise Ford		($375.45)
8/10/2023	153627	Bill Payment	Color Card Administrator Corp		($62.32)
8/10/2023	153628	Bill Payment	Safety Products Inc		($2,049.38)
8/10/2023	153629	Bill Payment	American Solutions for Business		($1,556.59)
8/10/2023	153630	Bill Payment	The Baker Press Inc		($754.00)
8/10/2023	153631	Bill Payment	King Distributing & Concessions LLC		($475.00)
8/10/2023	153632	Bill Payment	Acri, Steven	Ground Transportation Security Deposit refund request	($444.92)
8/10/2023	153633	Bill Payment	Excelsior Chauffeured Transportation	Ground Transportation Security Deposit refund request	($494.99)
8/10/2023	153634	Bill Payment	Brevard Executive Limousine Inc	Ground Transportation Security Deposit refund request	($1,000.00)
8/10/2023	153635	Bill Payment	My Town Car LLC	Ground Transportation Security Deposit refund request	($500.00)
8/10/2023	153636	Bill Payment	Noel, Allan	Ground Transportation Security Deposit refund request	($224.57)
8/10/2023	153637	Bill Payment	Natalini, Maria	Ground Transportation Security Deposit refund request	($284.67)
8/10/2023	153638	Bill Payment	Ferreira, Jason	Ground Transportation Security Deposit refund request	($500.00)
8/10/2023	153639	Bill Payment	M&R Luxury Rides	Ground Transportation Security Deposit refund request	($484.98)
8/10/2023	153640	Bill Payment	Dela Torre , Frank	Refund Balance of GT Security Deposit	($5.00)
8/10/2023	153641	Bill Payment	Go VIP Transportation	Ground Transportation Security Deposit refund request	($500.00)
8/10/2023	153642	Bill Payment	Makar, Kirellos	Ground Transportation Security Deposit refund request	($35.05)
8/10/2023	153643	Bill Payment	Porter World Trade Inc	Refund of Security Deposit Balance	($3,406.54)
8/10/2023	153644	Bill Payment	Allen Engineering	Pre-Con Services Columbia Road Side Walk 23-019	($7,500.00)
8/10/2023	153645	Bill Payment	Atkins North America Inc	23-006 Grills Seawall Rehab	($18,329.35)
8/10/2023	153646	Bill Payment	CH2M Hill Engineers Inc	NCP3 Design & Permitting / CN-15-005	($5,261.75)
8/10/2023	153647	Bill Payment	Heard Construction Inc		($1,842.91)
8/10/2023	153648	Bill Payment	Ivey's Construction Inc	CT1 PBB Cylinder Replacement	($16,703.36)
8/10/2023	153649	Bill Payment	Jacobs Engineering Group Inc	22-024 FY23 General Engineering Services	($6,924.00)
8/10/2023	153650	Bill Payment	Rinker Materials	23-003A CT1 Flounder Lot Construction--ODP	($39,968.47)
8/10/2023	153651	Bill Payment	Jacobs Engineering Group Inc	PUR-RFQ-19-2 - Continuing Contract	($241,269.54)
8/10/2023	153652	Bill Payment	RUSH Marine LLC	21-028 SCP1/2 & CT2 Repairs	($286,731.10)
8/10/2023	153653	Bill Payment	W & J Construction Corporation	PUR-RFQ-23-1 Contining Contract	($16,004.06)
8/10/2023	153654	Bill Payment	Morse Communications Inc	PUR-RFP-21-1 Continuing Contract	($2,716.76)
8/10/2023	153655	Bill Payment	Ace Hardware of Cape Canaveral		($2,891.49)
8/10/2023	153656	Bill Payment	Grainger Industrial Supply		($4,280.50)
8/10/2023	153657	Bill Payment	Carrier Enterprise LLC		($5,117.87)
8/10/2023	153658	Bill Payment	Home Depot (Store)		($4,681.62)
8/10/2023	153659	Bill Payment	Pannin, Kirill		($1,800.00)
8/10/2023	153660	Bill Payment	Waste Pro of Florida	Waste Removal Account #013370	($387.95)
8/10/2023	153661	Bill Payment	The Vernon Company		($416.00)
8/11/2023	153662	Bill Payment	Amazon Business		($999.94)
8/11/2023	153663	Bill Payment	Jeffrey Allen Inc		($14,487.36)
8/11/2023	153664	Bill Payment	Amerigas	Natural Gas Delivery	($1,692.87)
8/11/2023	153665	Bill Payment	PCMTA	Adjunct Instructors Payroll June & July, 2023	($12,4

Canaveral Port Authority
CPA List of Bills
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8/11/2023	153666	Bill Payment	Waste Pro of Florida	Waste Removal Account #008872 JP Campgrounds	($1,888.88)
8/11/2023	153667	Bill Payment	Brummer , Lukas	Greentech 2023 Environmental Conference	($186.26)
8/11/2023	153668	Bill Payment	LeGault, Kristopher		($26.20)
8/11/2023	153669	Bill Payment	Poole, Michael		($256.76)
8/11/2023	153670	Bill Payment	Long , Narissa		($816.06)
8/11/2023	153671	Bill Payment	Murray, John		($2,478.15)
8/11/2023	153672	Bill Payment	Bergeron , Peter		($606.27)
8/11/2023	153673	Bill Payment	Foxhoven, Thomas		($395.11)
8/11/2023	153674	Bill Payment	Luensmann , Diane		($81.72)
8/24/2023	153675	Bill Payment	Tracy McNally dba Making Faces 4 Fun	Deposit Refund-July Event Cancelled	($100.00)
8/24/2023	153676	Bill Payment	Kings III Emergency Communications		($259.19)
8/24/2023	153677	Bill Payment	Canaveral Fire Rescue		($192,206.84)
8/24/2023	153678	Bill Payment	Canaveral Fire Rescue		($13,196.59)
8/24/2023	153679	Bill Payment	Canaveral Fire Rescue		($10,048.14)
8/24/2023	153680	Bill Payment	PCMTA		($10,416.67)
8/24/2023	153681	Bill Payment	PCMTA		($14,442.53)
8/24/2023	153682	Bill Payment	Brevard County Sheriffs Office		($622,686.00)
8/24/2023	153683	Bill Payment	Brevard County Sheriffs Office		($22,385.00)
8/24/2023	153684	Bill Payment	Bluepoints Marina at Port Canaveral		($710.04)
8/24/2023	153685	Bill Payment	Mercury Hydraulics LLC		($5,780.00)
8/24/2023	153686	Bill Payment	Pirtek Space Coast		($474.70)
8/24/2023	153687	Bill Payment	UniFirst Corporation		($2,296.54)
8/24/2023	153688	Bill Payment	SiteOne Landscape Supply LLC		($3,259.74)
8/24/2023	153689	Bill Payment	Palmer, Randall A	Special Event Detail for Mardi Gras filling Q-LNG 4000	($192.50)
8/24/2023	153690	Bill Payment	Trane U.S. Inc		($13,341.76)
8/24/2023	153691	Bill Payment	Reyes , Ricardo	Special Event Detail for Mardi Gras filling Q-LNG 4000	($181.50)
8/24/2023	153692	Bill Payment	Aflac Group	AFLAC Employee Insurance Deductions	($1,151.42)
8/24/2023	153693	Bill Payment	Rockledge Winsupply Inc		($1,268.44)
8/24/2023	153694	Bill Payment	Colonial Life & Accident Insurance	BCN#: E9219049	($83.00)
8/24/2023	153695	Bill Payment	Raybro Electric Supplies		($13,137.41)
8/24/2023	153696	Bill Payment	The Vernon Company		($5,384.30)
8/24/2023	153697	Bill Payment	Glover Oil Co Inc		($10,061.36)
8/24/2023	153698	Bill Payment	DynaFire LLC		($2,320.00)
8/24/2023	153699	Bill Payment	Lisa Cullen Tax Collector	Renew-Saltwater Fishing License Jetty Park Pier	($511.50)
8/24/2023	153700	Bill Payment	NG Production Films Inc	Digital Production Media - General B-Roll Filming	($2,250.00)
8/24/2023	153701	Bill Payment	TPH Holdings LLC dba The Parts House		($242.12)
8/24/2023	153702	Bill Payment	Safety Products Inc		($1,410.87)
8/24/2023	153703	Bill Payment	City of Cocoa	Water Meter Jumper Installation for the NCB4	($1,115.00)
8/24/2023	153704	Bill Payment	City of Cocoa	Water Meter Jumper Installation for the NCB4	($107,434.34)
8/24/2023	153705	Bill Payment	Morse Communications Inc		($671.04)
8/24/2023	153706	Bill Payment	Morse Communications Inc		($6,357.35)
8/24/2023	153707	Bill Payment	Safety Shoe Distributors LLC	FY 2023 Employee Safety Shoes	($390.73)
8/24/2023	153708	Bill Payment	Florida Bulb and Ballast		($2,608.12)
8/24/2023	153709	Bill Payment	Amazon Business		($1,124.89)
8/24/2023	153710	Bill Payment	Parmentier , Jennifer		($68.38)
8/24/2023	153711	Bill Payment	Uline Inc		($5,207.93)
8/24/2023	153712	Bill Payment	Ace Hardware of Cape Canaveral		($914.23)
8/24/2023	153713	Bill Payment	Greenslade , Donna		($90.15)
8/24/2023	153714	Bill Payment	Southern Tape and Label Inc		($845.56)
8/24/2023	153715	Bill Payment	Grainger Industrial Supply		($4,248.05)
8/24/2023	153716	Bill Payment	Imperial Towing of Brevard LLC		($300.00)
8/24/2023	153717	Bill Payment	Mayer, Lisa		($55.14)
8/24/2023	153718	Bill Payment	Hershey's Ice Cream		($444.66)
8/24/2023	153719	Bill Payment	American Guard Services Inc		($9,864.00)
8/24/2023	153720	Bill Payment	Kool Breeze Ice Co		($249.90)
8/24/2023	153721	Bill Payment	Gattos Tires and Auto Service		($1,786.62)
8/24/2023	153722	Bill Payment	PPG Architectural Finishes Inc		($892.83)
8/24/2023	153723	Bill Payment	Northern Safety Co Inc		($3,382.67)
8/24/2023	153724	Bill Payment	Gexpro		($3,432.80)
8/24/2023	153725	Bill Payment	Smith and Associates Enterprises, Inc	Customer Over Paid for Rent February & March 2023	($79.92)
8/24/2023	153726	Bill Payment	Morton Salt Inc	Customer Overpaid	($11.24)
8/24/2023	153727	Bill Payment	Florida Power & Light Co	Electric Invoices 07/17-08/16	($245,517.56)
8/24/2023	153728	Bill Payment	The Integration Factory Inc		($59,901.26)
8/24/2023	153729	Bill Payment	United States Coast Guard	Customer Over Paid for Rent March and April 2023	($1.37)
8/24/2023	153730	Bill Payment	Consolidated Electrical Distributors Inc	EB-17353	($213.56)
8/24/2023	153731	Bill Payment	Dragon-Scales , Avery	Special Event Detail for Mardi Gras filling Q-LNG 4000	($206.25)
8/24/2023	153732	Bill Payment	Pirates Best Marine LLC	Customer overpaid rent 4.01	(

Canaveral Port Authority
CPA List of Bills
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8/24/2023	153733	Bill Payment	Bond Plumbing Supply Inc		($98.19)
8/24/2023	153734	Bill Payment	Taylor , Anna		($344.30)
8/24/2023	153735	Bill Payment	Fastenal		($5,281.45)
8/24/2023	153736	Bill Payment	Markley, Steven C	Special Event Detail - Fireboat for Congressman Soto	($198.00)
8/24/2023	153737	Bill Payment	Hoffmann, Michael		($124.35)
8/24/2023	153738	Bill Payment	GO Signs		($2,095.00)
8/24/2023	153739	Bill Payment	Kennedy, Jason	Special Event Detail - Fireboat for Congressman Soto	($472.50)
8/24/2023	153740	Bill Payment	Flash Parking Inc		($14,900.00)
8/24/2023	153741	Bill Payment	Advance Auto Parts		($482.09)
8/24/2023	153742	Bill Payment	R.E. Michel Company LLC		($2,194.32)
8/24/2023	153743	Bill Payment	Southern Lock & Supply		($708.07)
8/24/2023	153744	Bill Payment	ADM II Exhibits & Displays Inc		($2,154.00)
8/24/2023	153745	Bill Payment	Airport Canaveral		($6,750.00)
8/24/2023	153746	Bill Payment	Jessee , Raymond	Publications - Reimbursement for 2023-2024 Port Canaveral Directory Production Expenses	($20,735.00)
8/24/2023	153747	Bill Payment	Pannin, Kirill		($30.00)
8/24/2023	153748	Bill Payment	Markey, Kevin P		($150.91)
8/24/2023	153749	Bill Payment	Home Depot (Store)		($1,239.04)
8/24/2023	153750	Bill Payment	Reynolds, Michael E	Special Event Detail for Mardi Gras filling Q-LNG 4000	($280.00)
8/24/2023	153751	Bill Payment	RSM US LLP	FY2022 Audit	($19,500.00)
8/24/2023	153752	Bill Payment	GreatAmerica Financial Services		($2,090.73)
8/24/2023	153753	Bill Payment	Allender , Jerry		($197.94)
8/24/2023	153754	Bill Payment	Dalrymple, Dylan	Sp Event Detail for Disney Wish LNG fueling-Clean Canaveral	($140.25)
8/24/2023	153755	Bill Payment	The Sherwin Williams Company		($2,442.62)
8/24/2023	153756	Bill Payment	United Parcel Service	Expedited Mail	($88.00)
8/24/2023	153757	Bill Payment	Jones Walker LLP		($13,000.00)
8/24/2023	153758	Bill Payment	Bobbs Fire Equipment Inc		($1,160.00)
8/24/2023	153759	Bill Payment	Odgers Berndtson LLC		($15,000.00)
8/24/2023	153760	Bill Payment	Justice , Wayne		($237.11)
8/24/2023	153761	Bill Payment	National Hospitality Supply Inc		($204.06)
8/24/2023	153762	Bill Payment	Universal Environmental Services LLC		($125.00)
8/24/2023	153763	Bill Payment	PFM Financial Advisors LLC	Financial Advisory Services-June 17, 2023 - July 16, 2023	($4,415.24)
8/24/2023	153764	Bill Payment	King Distributing & Concessions LLC		($1,140.00)
8/24/2023	153765	Bill Payment	Sick Inc		($7,142.73)
8/24/2023	153766	Bill Payment	Self, Thomas D	FPC Annual Board Meeting, SEMC and FSTED Meetings	($341.56)
8/24/2023	153767	Bill Payment	Giammarino, Matthew	Sp Event Detail for Clean Canaveral LNG Fuel- Disney Wish	($165.00)
8/24/2023	153768	Bill Payment	ABC Home And Commercial Services		($1,072.17)
8/24/2023	153769	Bill Payment	PyanGo LLC		($20,332.40)
8/24/2023	153770	Bill Payment	Johnstone Supply		($14,108.46)
8/24/2023	153771	Bill Payment	Lau Lane Pieper Conley & McCreadie PA	General Matters	($3,517.04)
8/24/2023	153772	Bill Payment	High Seas Trading Co		($3,002.65)
8/24/2023	153773	Bill Payment	Stromire Bistline Miniclier	Legal Services for the period ending June1st-July 31st, 2023	($8,650.00)
8/24/2023	153774	Bill Payment	City of Cocoa Beach	Lift Station Service Contract	($19,304.43)
8/24/2023	153775	Bill Payment	Carrier Enterprise LLC		($7,454.42)
8/24/2023	153776	Bill Payment	Ambassador Services International LLC		($3,975.00)
8/24/2023	153777	Bill Payment	Quench USA Inc		($2,766.00)
8/24/2023	153778	Bill Payment	Liebherr USA Co		($3,352.80)
8/24/2023	153779	Bill Payment	Littler Mendelson PC	Legal Services for the period ending December 31, 2022	($22,779.00)
8/24/2023	153780	Bill Payment	Color Card Administrator Corp		($36.30)
8/24/2023	153781	Bill Payment	Schindler Elevator Corporation		($23,482.00)
8/24/2023	153782	Bill Payment	SAFEbuilt LLC		($259.00)
8/24/2023	153783	Bill Payment	ADP LLC		($5,390.70)
8/24/2023	153784	Bill Payment	WhiteBird	General Liability Advice	($385.00)
8/24/2023	153785	Bill Payment	Fishlips Waterfront Bar & Grill	Sponsorship - Fireworks B4 the Fireworks - July 2,	($10,000.00)
8/24/2023	153786	Bill Payment	Navex Global Inc	Foundations & Subscriptions	($3,228.20)
8/24/2023	153787	Bill Payment	Applicant Insight Inc		($455.20)
8/24/2023	153788	Bill Payment	Motion Industries Inc		($1,158.71)
8/24/2023	153789	Bill Payment	Soto, David	Ground Transportation Security Deposit refund request	($500.00)
8/24/2023	153790	Bill Payment	Musser , Robert		($148.92)
8/24/2023	153791	Bill Payment	Environmental Research & Design Inc	FY23 Water Quality Monitoring	($9,234.24)
8/24/2023	153792	Bill Payment	Ivey's Construction Inc	23-002 CT1 West Parking Lot	($560,1

Canaveral Port Authority
CPA List of Bills
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8/24/2023	153793	Bill Payment	Jacobs Engineering Group Inc	PUR-RFQ-21-2 Limited CA Services NCB3	($8,682.50)
8/24/2023	153794	Bill Payment	MelD Studio Architecture LLC	19-022 Jetty Park Camp Store	($30,875.00)
8/24/2023	153795	Bill Payment	Olsen Associates Inc	FY23 CPA Inlet Management Plan	($13,676.59)
8/24/2023	153796	Bill Payment	Ivey's Construction Inc	23-005 CT6 Vista/PBB Mods	($291,599.37)
8/24/2023	153797	Bill Payment	RDS Industrial Inc.	23-004 CT10 Baggage Tables	($23,655.00)
8/24/2023	153798	Bill Payment	Trelleborg Marine Systems USA Inc	20-008 NCB3 ODP Fenders & Bollards	($328,472.00)
8/24/2023	153799	Bill Payment	Paul Bridges & Associates LLC	2022 Mobile Harbor Crane - Owner Rep	($6,272.95)
8/24/2023	153800	Bill Payment	Canaveral Construction Co Inc	23-003A CT1 Flounder Lot Construction	($1,022,046.34)
8/24/2023	153801	Bill Payment	Morse Communications Inc	ODP--23-005 CT6 Vista Mods	($39,748.61)
8/24/2023	153802	Bill Payment	AT&T	Acct 287019176236	($767.18)
8/24/2023	153803	Bill Payment	State of FLA Dept of Mgmt Svcs	Melbourne Telephone Systems	($3,738.13)
8/24/2023	153804	Bill Payment	AT&T	Acct # 287294208555	($3,640.19)
8/15/2023	ACH#223227009700161	Bill Payment	SunTrust Bank		($40,508.55)
8/22/2023	ACH#223233037079181	Bill Payment	CIGNA Health and Life Insurance		($349,262.50)
8/23/2023	ACH#223234017918781	Bill Payment	The Lincoln National Life Insurance Co		($26,758.33)
8/25/2023	ACH#223236002099575	Bill Payment	Windcave Inc		($100.00)
8/30/2023	ACH#223241005450535	Bill Payment	Windcave Inc		($521.99)
8/4/2023	WT#20230804011881	Bill Payment	ADM II Exhibits & Displays Inc		($3,870.60)
8/4/2023	WT#20230804011885	Bill Payment	ADELTE Ports & Maritime S L U		($17,220.00)
8/4/2023	WT#20230804011893	Bill Payment	SKYHELM LLC		($5,018.16)
8/10/2023	WT#20230810016342&WT #20230809017910	Bill Payment	Orion Marine Construction Inc		($1,293,640.97)
8/28/2023	WT#20230828024900	Bill Payment	SKYHELM LLC		($61,014.16)
8/11/2023	JE-13146	Journal		Void Of Bill Payment #153329	$33.54
8/22/2023	JE-13155	Journal		Void Of Bill Payment #153238	$500.00
8/25/2023	JE-13159	Journal		Void Of Bill Payment #153492	$18.14
Total					**($7,117,768.27)**

Register
Marina Davis 8/31/23

08.31.2023

PAYROLL ACCOUNT

08.11.2023	Net Payroll (AXW | WK - 32)	$	510,577.72
	FICA & Federal Taxes	$	173,097.34
	Third Party Payments made by ADP	$	1,736.66
08.18.2023	Net Payroll (AXW | WK - 33 - VBB)	$	64,684.20
	FICA & Federal Taxes	$	24,058.86
	Third Party Payments made by ADP	$	-
08.25.2023	Net Payroll (AXW | WK - 34)	$	504,792.77
	FICA & Federal Taxes	$	166,427.52
	Third Party Payments made by ADP	$	1,736.66
	TOTAL:	***$***	***1,447,111.73***

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Engineering
Requested Action:	CAPTIAL PROJECT UPDATE - September 2023
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

September 2023 Capital Project Update.pdf

CAPITAL PROJECTS UPDATE

September 2023

PROJECT: CT1 West Flounder Street Parking Improvements

DESCRIPTION:

Project designs and constructs a new parking lot west of Flounder Street to accommodate additional parking. The project includes pay on entry parking equipment, CCTV, lighting, etc.

PROJECT STATUS:

Canaveral Construction continues to work on the installation of underground electrical and IT handholes. The installation of the new light poles has been completed. The Contractor continues to work on the preparation of the base material at the entrance and exit. Site wide sidewalk installation is underway. Paving is scheduled to begin the end of September.

PROJECT: 1130-23047	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Canaveral Construction		TOTAL PROJECT BUDGET	$ 4,138,833
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT		$ 185,586		GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE		$ 3,953,247		PORT FUNDS	$ 4,138,833
AMENDED CONTRACT	$ -	$ 4,138,833	$ -	PENDING ITEMS	
PAID TO DATE		$ 179,586			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

March 1, 2023 - Commission approved award to Canaveral Construction for pre-construction services for CT1 Parking Expansion, Flounder Parking Lot.
April 5, 2023 - Commission approved award to Canaveral Construction for construction services.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: CT1 West Parking Expansion

DESCRIPTION: This project will expand the parking on the west side of CT1 through the consolidation of new and existing parking lots, reroute the bus loop along Flounder Road, and modify Flounder Road to accommodate the expanding parking capacity and bus traffic.

PROJECT STATUS:

Ivey's Construction has completed the construction of phase 1 improvements and the new parking lot has been opened for use by operations. The Contractor has shifted into phase 2 construction with the demolition of existing islands and grassed areas in the old bus loop and valet lots. The new bus loop has been completed and has been opened for use by operations. Expansion of Flounder Street has been completed.

PROJECT: 1100-23033	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Ivey's Construction	RS&H	TOTAL PROJECT BUDGET	$ 3,977,922
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT		$ 98,500	$ 40,385	GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE		$ 3,839,037		PORT FUNDS	$ 3,977,922
AMENDED CONTRACT	$ -	$ 3,937,537	$ 40,385	PENDING ITEMS	
PAID TO DATE		$ 977,989	$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

March 1, 2023 - Commission approved change order no. 1 for the CT1 parking lot expansion GMP, $3,839,037.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: Cruise Parking System Upgrades

DESCRIPTION: This project includes upgrades to the current parking systems located at each cruise terminal; current focus on CT1 and CT10. The new upgraded equipment will allow for greater flexibility and added efficiencies with the use of license plate readers. The new equipment will require IT infrastructure enhancements with some minor modifications to garage entry and exit locations.

PROJECT STATUS:

Ivey's Construction, in conjunction with the CT1 West Parking Expansion project, continues to work on the new conduit pathways and island configurations at CT1 garage and the new CT1 west lot. The Contractor has begun the demolition of the existing parking system at the entrance to CT10 to allow for island modification and new conduit pathways. The new expanded entrance into CT10 parking has been paved and will be opened to operations following completion of striping.

PROJECT: 1130-21018	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	N/A	Ivey's Construction		TOTAL PROJECT BUDGET	$ 3,459,178
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT		$ 51,650		GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE		$ 3,407,528		PORT FUNDS	$ 3,459,178
AMENDED CONTRACT		$ 3,459,178		PENDING ITEMS	
PAID TO DATE		$ 721,453			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 27, 2021 - Commission approved change order no. 1 to incorporate Auto Terminal lot as CT-1 overflow parking, $261,527.00
December 7, 2022 - Commission approved change order no. 2 to incorporate CT1 Garage, CT1 Cove Lot, CT1 Valet Lot, Lumber Lot and the Southside overflow parking, $2,057,300.00
March 1, 2023 - Commission approved change order no. 3 to incorporate CT10 parking upgrades, $1,088,701.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: CT10 Canopy Design

DESCRIPTION:

During recent storm events, a substantial portion of the fabric on the CT10 canopies was destroyed and a post-storm review of the area revealed that structural steel beneath canopies was rusted beyond repair. The design phase of this project will evaluate a hardened roof system, which meets the requirements of the Florida Building Code wind load, along with a structural evaluation to determine what, if any, of the existing structural components can be reused and integrated into the new design.

PROJECT STATUS:

The design team has incorporated in the drawings an extension of the canopies at two locations: the bus parking on the west side of the terminal and the passenger drop-off south of the terminal. CPA staff is coordinating this project with the location of the new parking garage at CT10 since the canopy design may require a modification due to the preferred location of the garage which is East of the existing garage.

PROJECT: 2042-23006	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA	TBD		TOTAL PROJECT BUDGET	$ 250,000
BUDGET	$ 250,000			GRANT PROGRAM	
ORIGINAL CONTRACT	$ 248,420	$ -		GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ -	$ -		PORT FUNDS	$ 250,000
AMENDED CONTRACT	$ -	$ -		PENDING ITEMS	
PAID TO DATE	$ 186,068	$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

September 28, 2022 - Commission approved awarding BEA for the design of the CT10 Canopies, $248,420.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: Northside Garages Design/Build Project

DESCRIPTION:

This project will design and erect two garages located on the Northside of the Port; one garage will be located at CT6, and one garage will be located at CT10.

PROJECT STATUS:

The Notice to Proceed was issued on August 23, 2023, and a project kick-off meeting was held at the end of August. The design-builder submitted the 30% drawings for both locations and CPA provided feedback. The borings and test piles will start at CT-6W in mid-September and borings and test piles at CT10E will follow. Site plan permit is expected by October. Procurement of long-lead items (e.g., elevators, generators, electrical gear, etc.) will begin during September and October.

PROJECT: 1130-23058	DESIGN/BUILDER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Ivey's/Finfrock	Bermello Ajamil & Partners		TOTAL PROJECT BUDGET	$ 68,158,802
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	$ 67,462,951	$ 50,000		GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE		$ 645,851		PORT FUNDS	$ 695,851
AMENDED CONTRACT	$ 67,462,951	$ 695,851	$ -	PENDING ITEMS	
PAID TO DATE		$ 279,835			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 26, 2023 - Commission approved issuing a PO for the preliminary concept and scope definition.
May 24, 2023 - Commission approved issuing a change order to complete the DCP.
August 23, 2023 - Commission approved Staff to sign the contract and issue a PO for the Design-Build of the project.

PHOTOS



CT-6 Proposed Garage



CT-10 Proposed Garage

CAPITAL PROJECTS UPDATE

September 2023

PROJECT: North Cargo Berth 4

DESCRIPTION: This project is to construct a replacement berth at NCB4 with a deep wall berth to replace the current over water pier. This will allow for increased vessel beam and replace the current sheet pile wall. Total length (including NCB3) is ~1,800 feet with berth dredge depth of -43 MLLW

PROJECT STATUS:

FPL completed the switching order to de-energize the subaqueous crossing to allow the installation of the combi-wall king piles to a tip elevation of -120'.

Orion continues to present submittals for the purchase of materials and plans for pile installation. The demolition of the pier superstructure is completed. A total of 8 concrete piles have been removed. Five (5) A-fram piles have been installed as of mid-September. The combi-wall is expected to be onsite by the third week of September and the contractor is completing the template to start the installation.

Proposed baseline schedule shows an advance substantial completion date of summer 2024.

PROJECT: 2240-15064	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	Orion		TOTAL PROJECT BUDGET	$ 39,745,334
BUDGET (Proposed)	$ 616,329	$ 38,640,717		GRANT PROGRAM	FDOT
ORIGINAL CONTRACT	$ 616,329	$ 38,640,717	$ -	GRANT AMOUNT	$ 29,809,001
CHANGE ORDERS TO DATE	$ 488,288	$ -		PORT FUNDS	$ 9,936,334
AMENDED CONTRACT	$ 1,104,617	$ 38,640,717	$ -	PENDING ITEMS	
PAID TO DATE	$ 487,356	$ 6,124,593			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 12, 2021 - Approval of a purchase order for Jacobs for the NCB4 design with a not-to-exceed amount of $616,330.
April 5, 2023 - Approval of a purchase order for Orion for the NCB4 construction with a not-to-exceed amount of $38,640,717.
April 26, 2023 - Approval of a purchase order for Jacobs for the NCB4 CA Services with a not-to-exceed amount of $488,288.00

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: George King Blvd and Flounder Intersection Improvements Design

DESCRIPTION: This project will provide a design that incorporates the increase in passenger parking associated with the cruise parking lot upgrades, evaluate potentially widening George King Boulevard, adding or modifying the existing signalization, and pedestrian crosswalks. A solicitation for competitive bids will follow the completion of the design documents.

PROJECT STATUS:

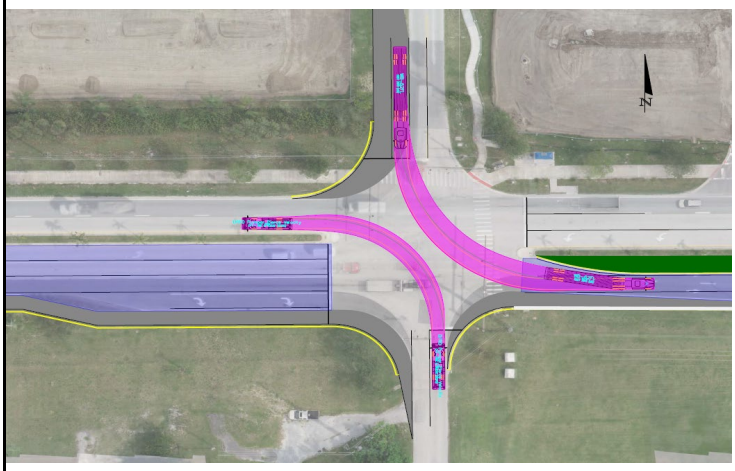
The consultant RS&H has provided a set of conceptual drawings for the improvements of the intersection. The conceptual drawings were distributed within the CPA IT and Operations departments for review and the comments are being incorporated. The design is anticipated to be complete by December 2023 with bidding to begin in Q1 2024.

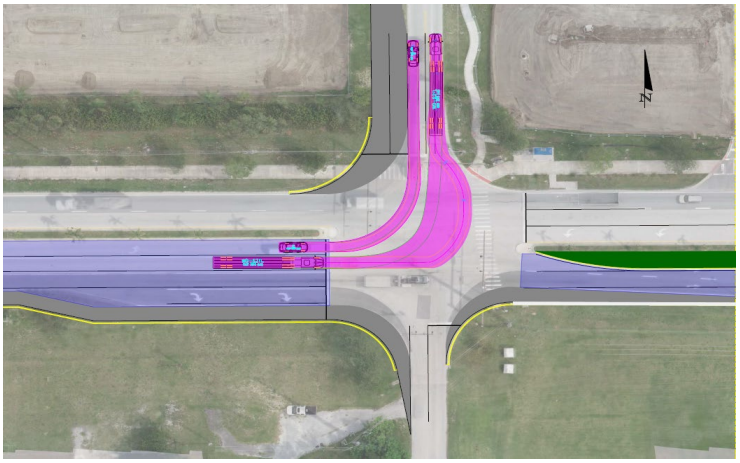
PROJECT: 1130-23054	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	RS&H	TBD		TOTAL PROJECT BUDGET	$ 292,890
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	$ 292,890			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE				PORT FUNDS	$ 292,890
AMENDED CONTRACT	$ 292,890	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ -	$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

May 24, 2023 - Commission approved issuance of PO for design of GKB and Flounder Intersection Improvements.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: CT6 Passenger Boarding Bridge Modifications and Upgrades

DESCRIPTION:

Project installs two new roll up doors and widens one door on the CT6 PBB to accommodate the CCL Vista Class. The two CT6 PBBs will be refurbished and new remote controls and HMI will be replaced at CT5, CT6 and CT10

PROJECT STATUS:

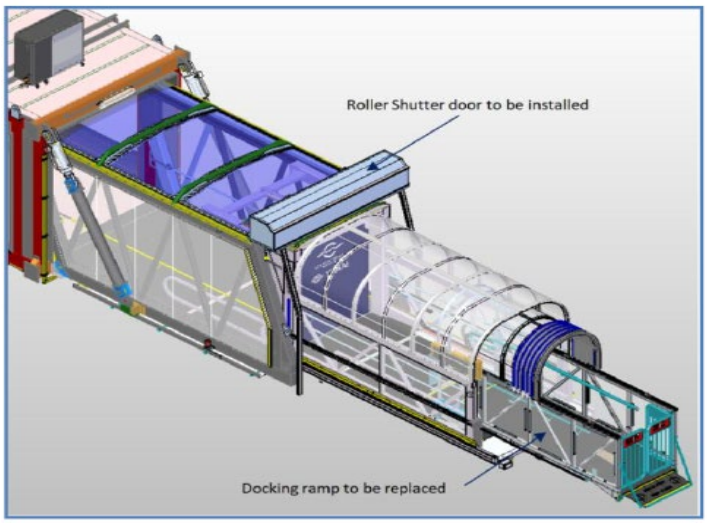
Contractor has begun the design of the new passenger boarding bridge equipment and the submittal process is ongoing. Demolition for the new doorways is underway to include running power and IT to these locations. Increased parking is required by fall of 2023 with the arrival of a larger vessel at CT6; the work associated with this project will be completed before the vessel arrives. Doors on the west end have been installed and contractor will be working on the outside openings. The PBB repairs/upgrades remain on schedule.

PROJECT: 2279-23045	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	N/A	Ivey's	N/A	TOTAL PROJECT BUDGET	$ 1,262,060
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT		$ 1,262,060		GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE		$ -		PORT FUNDS	$ 1,262,060
AMENDED CONTRACT	$ -	$ 1,262,060	$ -	PENDING ITEMS	
PAID TO DATE		$ 562,178			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

March 1, 2023 - Commission approved award to Ivey's Construction.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: Mobile Harbor Crane

DESCRIPTION:

Purchase of an LHM 600 Evo6 Diesel-Hydraulic Mobile Harbor Crane

PROJECT STATUS:

Liebherr continues with the painting process and will follow with assembly. The second factory inspection visit was conducted mid-August. The factory test is scheduled to be completed by the end of October and shipment is expected by the end of November 2023. Handover is scheduled for February 2024.

PROJECT: 2287-22028	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Liebherr	Paul Bridges & Assoc.	TOTAL PROJECT BUDGET	$ 7,595,037
BUDGET (Proposed)		$ 6,000,000	$ 17,200	GRANT PROGRAM	FDOT
ORIGINAL CONTRACT		$ 7,420,462	$ 17,200	GRANT AMOUNT	$ 2,800,000
CHANGE ORDERS TO DATE		$ -	$ 157,375	PORT FUNDS	$ 4,795,037
AMENDED CONTRACT		$ 7,420,462	$ 174,575	PENDING ITEMS	
PAID TO DATE		$ 2,968,185	$ 89,322		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

August 17, 2022 - Approval of staff recommendation for the Owner's Engineer and permission to negotiate and sign the contract by the CEO.
April 26, 2023 - Approval of change order #1 in the amount of $53,500 to upgrade the exterior paint system.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: SCP4 Mooring Improvements

DESCRIPTION: The SCP4 Mooring Improvement project will modify the existing pier layout to accommodate increasing vessel sizes and expand the flexibility and use. Project includes FDEP and USACE permitting, passing ship analysis, mooring analysis, design of upland mooring dolphins, and waterside breasting dolphins.

PROJECT STATUS:

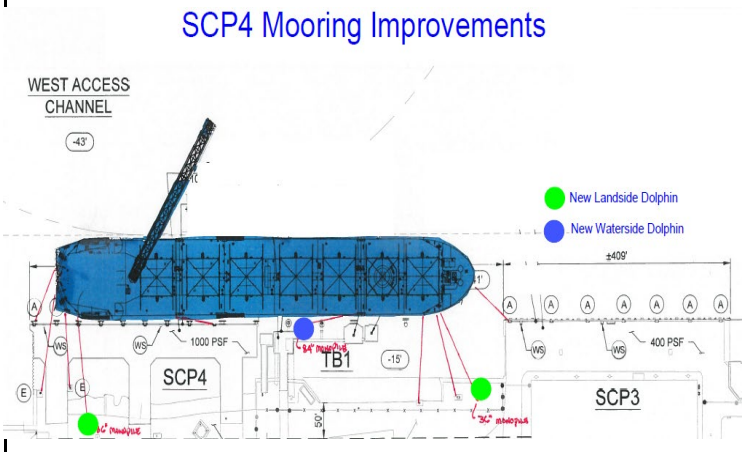
RUSH Marine was awarded the construction contract and Jacobs Engineering was awarded the construction administration services at the August 23, 2023, Commission. Project kick off meeting was held on September 6, 2023.

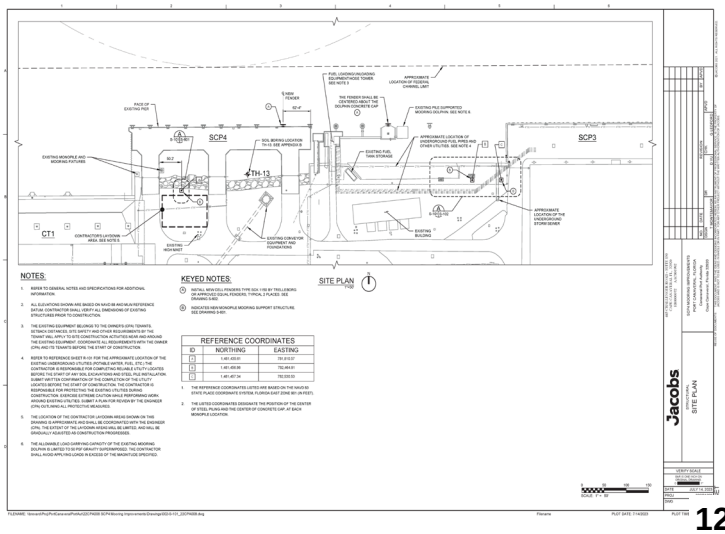
PROJECT: 1560-23012	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	RUSH Marine		TOTAL PROJECT BUDGET	$ 808,024
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	$ 134,710	$ 634,614	$ -	GRANT AMOUNT	
CHANGE ORDERS TO DATE	$ 38,700	$ -	$ -	PORT FUNDS	$ 808,024
AMENDED CONTRACT	$ 173,410	$ 634,614	$ -	PENDING ITEMS	
PAID TO DATE	$ 113,048	$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 26, 2022 - Commission approved awarding design to Jacobs Engineering Group, $134,710.
August 23, 2023 - Commission approved award for construction to RUSH Marine, LLC, $634,614, and approved $38,700 for CA services to Jacobs Engineering Group.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: South Cargo Piers 1 & 2 and CT2 Rehabilitation

DESCRIPTION: Design and permitting of the SCP 1 & 2 and CT2 Rehabilitation project. A waterside pier inspection by CPA staff discovered structural damage at SCP 1 & 2 and CT2. The damage was located within the concrete pile and pile cap systems throughout the piers. Repairs are needed to ensure full operational capacity.

PROJECT STATUS:

RUSH Marine has completed the repairs to all the concrete pile caps at SCP1 & 2 and continue to work on completion of the concrete pile cap and deck repairs at CT2. The Contractor continues with the preparation for the installation of the new fender and bollards systems. The Contractor has core drilled for the new fender anchors and continues to coordinate with the Harbormasters and Victory Casino regarding the removal of existing fender and bollard systems. The new bollards are expected to start arriving onsite in mid-October and the new fenders are expected onsite late-October. Pile jacketing is scheduled to begin late-September.

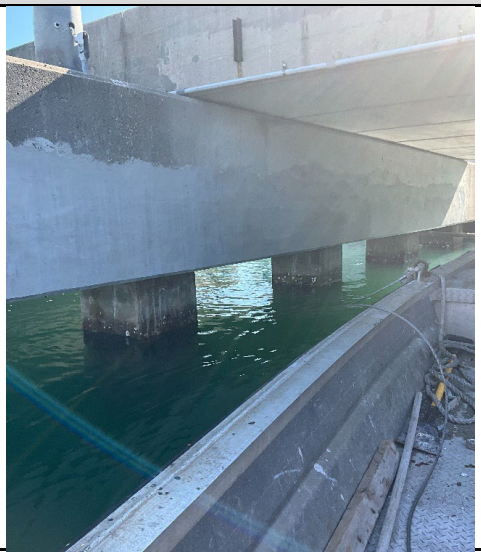
PROJECT: 1560-22014	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	RUSH Marine		TOTAL PROJECT BUDGET	$ 4,203,067
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	$ 135,000	$ 4,006,552	$ -	GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 61,515	$ -	$ -	PORT FUNDS	$ 4,203,067
AMENDED CONTRACT	$ 196,515	$ 4,006,552	$ -	PENDING ITEMS	
PAID TO DATE	$ 150,842	$ 940,412			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 27, 2021 - Approval of purchase order for Atkins to conduct full inspection and the design phase, $135,000.00
December 7, 2022 - Approval of increase to purchase order P-128408 for construction administration services, $61,505.00
December 7, 2022 - Approval of award to RUSH Marine, $4,006,552.00

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: Vulnerability Assessment and Adaption Plan

DESCRIPTION: This project evaluates the Canaveral Port Authority facilities natural hazards, with emphasis on sea level rise and flooding, in a two phased approached. The first phase of the project will perform a vulnerability assessment that includes data collection and review, identify infrastructure and operational vulnerabilities, engagement of stakeholders, and develop and prioritize hazard mitigation strategies. Phase 2 uses the results of the vulnerability assessment performed in phase 1 to develop the hazard mitigation and climate adaption plan which will service as an action-oriented implementation roadmap to guide Canaveral Port Authority future planning, design, and investment in infrastructure.

PROJECT STATUS:

Jacobs Engineering has completed the vulnerability assessment, risk analysis, hazard mitigation recommendations, and the initial climate adaptation plan. Jacobs Engineering continues to work on the finalization of mitigation strategies and adaptations following Port comments.

PROJECT: 2270-23004	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs			TOTAL PROJECT BUDGET	$ 257,518
BUDGET	$ 249,116			GRANT PROGRAM	
ORIGINAL CONTRACT	$ 49,112			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 208,406	$ -		PORT FUNDS	$ 257,518
AMENDED CONTRACT	$ 257,518	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 163,349				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 5, 2022 - Additional budget was approved.

PHOTOS

CAPITAL PROJECTS UPDATE

September 2023

PROJECT: NCB5/6 LED Upgrades

DESCRIPTION:

Project includes updating the lighting control system software and hardware, new LED lighting system, and new high mast lighting at NCB5/6.

PROJECT STATUS:

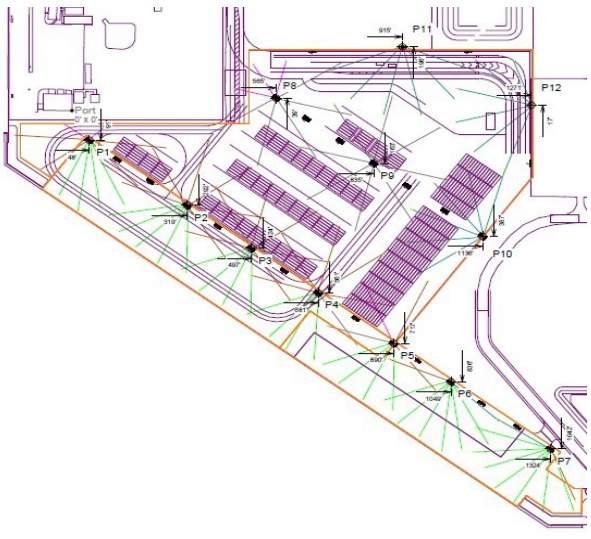
Musco continues with the fabrication of the new light fixtures and installation is currently scheduled for mid-October.

PROJECT: 1180-23013	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		MUSCO		TOTAL PROJECT BUDGET	$ 322,895
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT		$ 322,895	$ -	GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE		$ -	$ -	PORT FUNDS	$ 322,895
AMENDED CONTRACT	$ -	$ 322,895	$ -	PENDING ITEMS	
PAID TO DATE		$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

March 1, 2023 - Commission approved issuing MUSCO a purchase order, $322,895.

PHOTOS





CAPITAL PROJECTS UPDATE

September 2023

PROJECT: NCB8, NCP1 & 2 Dredging Design & Permitting

DESCRIPTION:

Design, permitting, bid support, and construction administration services for the marine dredging at NCB8 and NCP1 & 2

PROJECT STATUS:

Anamar and CPA met with EPA on concurrence for offshore disposal for NCP1 & 2 based on the sampling performed by ERDC. NCB8 and WTB Approach Section 103 is being evaluated for dredging and compilation of study is scheduled for March of 2024. Anamar has completed and submitted the SAP/QAPP and FDEP/USACE approved the SAP/QAPP in June. Sampling started mid-June and was completed during the last week of June. Soil samples were shipped to the laboratory for analysis, results are pending. The Bioaccumulation tests have been completed and the tissues are being sent to the lab. Once this has been approved Anamar can finish up on the final report.

PROJECT: 1560-23046	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Eng.	TBD		TOTAL PROJECT BUDGET	$ 1,047,929
BUDGET (Proposed)				GRANT PROGRAM	
ORIGINAL CONTRACT	$ 1,047,929			GRANT AMOUNT	
CHANGE ORDERS TO DATE		$ -		PORT FUNDS	$ 1,047,929
AMENDED CONTRACT	$ 1,047,929	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 135,910		$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 25, 2023 - Commission authorized Staff to negotiate cost proposal for the NCB8, NCP1/2 Design, Permitting, Bidding, & CA Services.
March 1, 2023 - Commission approved issuing Jacobs Engineering Group PO for $1,047,929.

PHOTOS

CAPITAL PROJECTS UPDATE

September 2023

PROJECT: Operations & Maintenance (O&M) Dredging

DESCRIPTION: Norfolk Dredging Company, is performing federal O&M dredging and will also be completing maintenance dredging for the CPA in the following non-federal areas: South Cargo Piers (SCP-1-4), North Cargo Piers 1 & 2, Cruise Terminals 6, 8, and 10, and the West Turning Basin Entrance and Turning Circle.

PROJECT STATUS:

The federal O&M dredging is expected to be completed by the end of September and the Port maintenance dredging should commence in the next two weeks with priority given to the South Cargo Piers (SCP-1-4) and North Cargo Piers (NCP-1-2).

PROJECT: 1340-23080	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Norfolk Dredging Co.		TOTAL PROJECT BUDGET	$ 5,704,181
BUDGET (Proposed)				GRANT PROGRAM	
ORIGINAL CONTRACT		$ 5,704,181		GRANT AMOUNT	
CHANGE ORDERS TO DATE		$ -		PORT FUNDS	$ 5,704,181
AMENDED CONTRACT		$ 5,704,181	$ -	PENDING ITEMS	
PAID TO DATE			$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

August 23, 2023 - Commission authorized staff to execute piggyback agreement and issue PO to Norfolk Dredging Company.

PHOTOS

CAPITAL PROJECTS UPDATE

September 2023

PROJECT: Jetty Park Camp Store

DESCRIPTION: The existing camp store located at Jetty Park offers operational and spatial limitation for the recreation staff and Jetty Park customers. The new camp store will provide additional lounge space for campers as well as a larger camp store for both day users and campers. The new camp store will be designed to accommodate the recreation staff members with additional office and storage spaces.

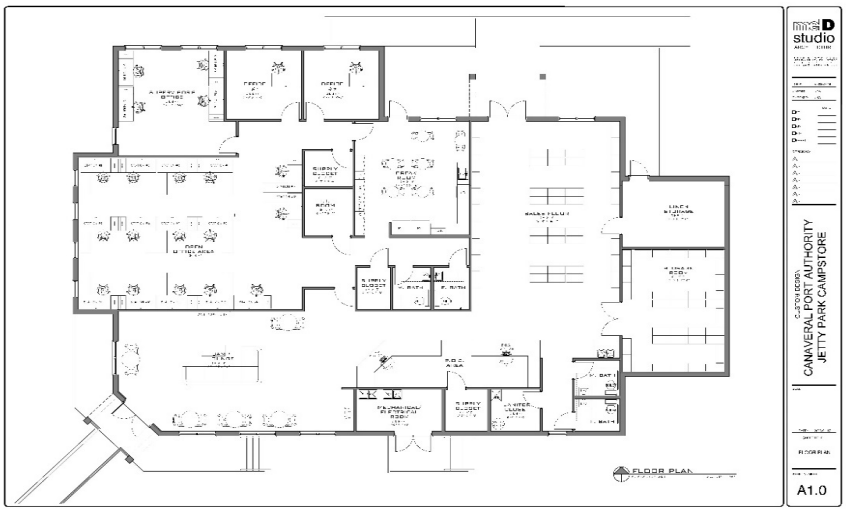
PROJECT STATUS:

Design of the new camp store is nearing completion with final finish discussion underway. Civil and site design continues and coordination continues regarding the new dump station location with a few locations being reviewed by Port Staff.

PROJECT: 1530-19094	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	CEG/MelD	TBD		TOTAL PROJECT BUDGET	$ 115,025
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	$ 115,025			GRANT AMOUNT	
CHANGE ORDERS TO DATE				PORT FUNDS	$ 115,025
AMENDED CONTRACT	$ 115,025			PENDING ITEMS	
PAID TO DATE	$ 7,500				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

PHOTOS



CAPITAL PROJECTS UPDATE

September 2023

PROJECT: SR401/Payne Way Roadway and Intersection Improvements

DESCRIPTION:

Project to add full signalization at the State Road 401 and Payne Way intersection. The new signal at this intersection will improve the safety and traffic flow of cargo traffic through the north cargo areas.

PROJECT STATUS:

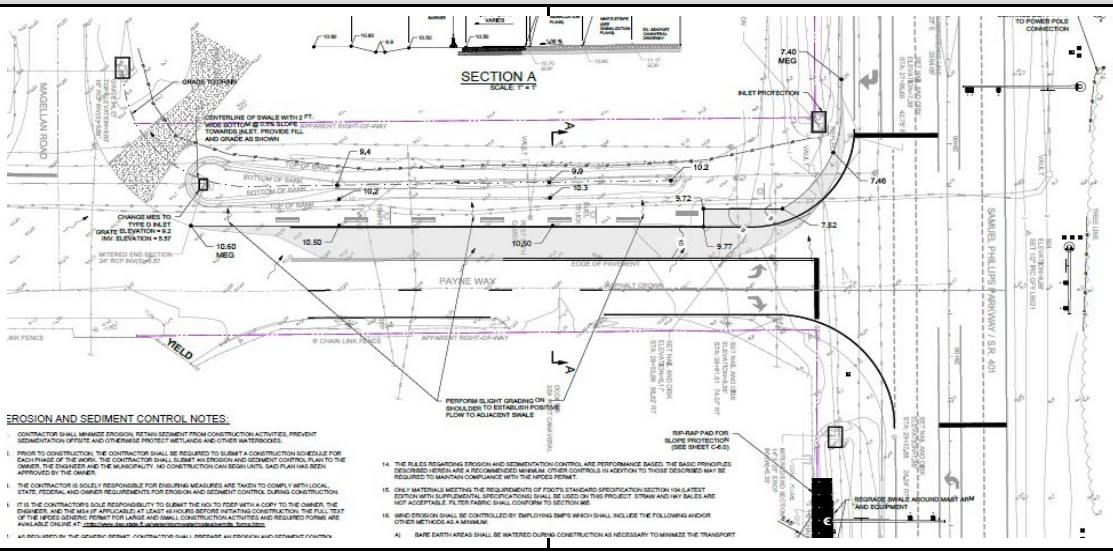
Atkins and Port Staff are awaiting the final FDOT permit prior to proceeding with the bidding phase.

PROJECT: 1100-17053	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	TBD	N/A	TOTAL PROJECT BUDGET	$ 187,646
BUDGET	$ 98,525			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	$ 98,525			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 89,121	$ -		PORT FUNDS	$ 187,646
AMENDED CONTRACT	$ 187,646	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 129,453	$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 18, 2018 - purchase order P-123056 for $98,525.00 approved by CEO.
December 7, 2022 - increase of $89,121 to purchase order P-123056 approved by Commissioners on December 7, 2022.

PHOTOS



CAPITAL PROJECTS UPDATE

September 2023

PROJECT: Grill's Seawall Rehabilitation

DESCRIPTION:

Project will provide professional engineering services to develop a set of plans to repair, perform regulatory permitting and support bidding process for the Grill's seawall.

PROJECT STATUS:

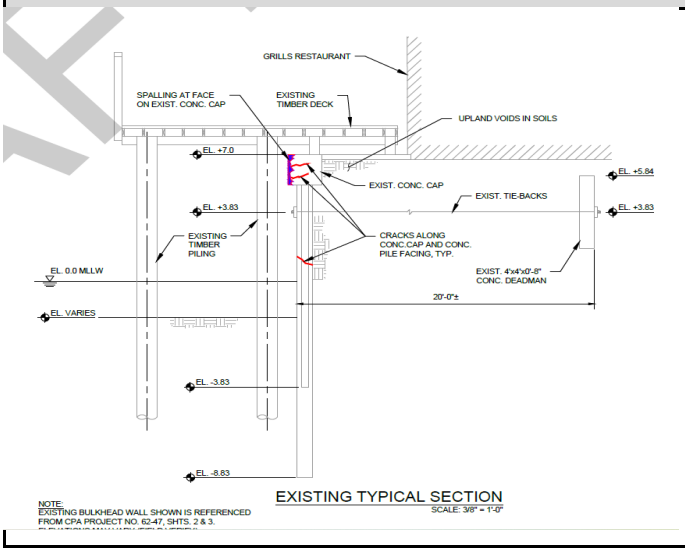
Atkins has gather all the site information and submitted the 30% design documents for CPA to provide feeback. Bid documents by early 2024.

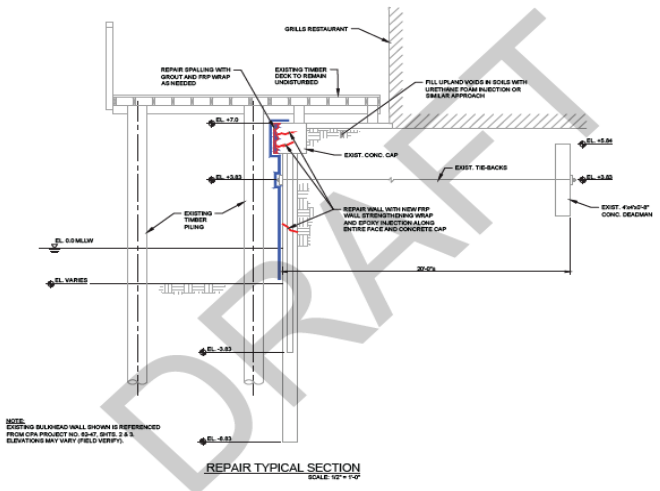
PROJECT: 1560-23035	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	TBD	N/A	TOTAL PROJECT BUDGET	$ 109,913
BUDGET	$ 109,913			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	$ 109,913			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 9,894	$ -		PORT FUNDS	
AMENDED CONTRACT	$ 119,807	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 20,267				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

June 28, 2023 - Request for approval of a purchase order NTE $109,913 to Atkins.

PHOTOS





DRAFT

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.A
Department:	Engineering
Requested Action:	Consideration of approving a purchase order, and for staff to execute a piggyback agreement, to Safeware, Inc., for the upgrades to the Port Canaveral Fire Trainer Gas Controls System, pending approval of the FY24 Budget, with a not-to-exceed value of $151,685.39. (Dave Sargent/Bill Crowe)
Summary Explanation & Background: The existing gas control system of the fire training system is obsolete and needs to be modernized to allow training of fire response personnel with more realistic conditions. The upgrades include new programmable logic controllers, 15" touchscreens, gas detection system, agent detection system, data recording/printing, and smoke generators. Staff is requesting permission to issue a purchase order and execute the piggyback agreement pending approval of the FY24 Budget.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $151,685 is included in the Fy24 Capital Budget. No change is required. Project 1582 - Fire Training Equipment

Attachments:

1A Cover Page.pdf

Safeware_Agreement to Piggyback Contract (CFR) [partially executed].pdf

Ex A_Safeware (Contract to be Piggybacked) 20220809.pdf

Ex B_Safeware_Proposal.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

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Financial Impact:	Yes
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Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $151,685 is included in the Fy24 Capital Budget. No change is required. Project 1582 - Fire Training Equipment

Attachments:

Safeware_Agreement to Piggyback Contract (CFR) [partially executed].pdf

Ex A_Safeware (Contract to be Piggybacked) 20220809.pdf

Ex B_Safeware_Proposal.pdf

AGREEMENT TO PIGGYBACK CONTRACT FOR PUBLIC SAFETY AND EMERGENCY MANAGEMENT EQUIPMENT, TOOL, AND SUPPLY CATALOG SOLUTIONS

THIS AGREEMENT TO PIGGYBACK CONTRACT FOR PUBLIC SAFETY AND EMERGENCY MANAGEMENT EQUIPMENT, TOOL, AND SUPPLY CATALOG SOLUTIONS (the "Agreement") is made and entered into as of the last date signed below (the "Effective Date"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 ("CPA"), and **SAFEWARE, INC**., a Maryland corporation, whose address is 4403 Forbes Blvd., Lanham, Maryland 20706 ("VENDOR"). The CPA and VENDOR are at times hereinafter referred to respectively as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, the CPA has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the VENDOR has previously entered into a contract dated October 14, 2022 with Sourcewell, a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota ("Sourcewell"), as a result of an award from Sourcewell to VENDOR for RFP #080922 for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions (the "Contract"), a copy of which is attached hereto and incorporated herein as **Exhibit "A"**;

WHEREAS, the CPA's Board of Port Commissioners met at a regularly scheduled meeting on August 23, 2023 and approved the piggyback of this Contract for utilization of the same or similar products and services ("Services"), and the VENDOR consents to the aforesaid "piggybacking".

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above stated recitals are true and correct.

2. VENDOR affirms and ratifies the terms and conditions of the above referenced Contract and agrees to perform the Services set forth herein for the CPA in accordance with the terms of the Contract.

3. The CPA agrees to utilize the Services of the VENDOR in the manner and upon the terms and conditions as set forth in the Contract.

4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement with the CPA having the rights, duties, and obligations of Sourcewell thereunder.

5. Conflict; Order of Precedence. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions, and provisions of the Agreement shall control; then the Contract; then any Purchase Orders.

6. The terms and conditions of the Contract are modified, amended, or supplemented as follows:

6.1 **TERM**. The term of this Agreement shall begin on the Effective Date and expire on October 7, 2026 (the "**Term**"), unless earlier terminated or properly renewed in accordance with the Contract.

6.2 **FEES**. The fees to be paid to the VENDOR is as set forth on VENDOR's Quotation for Order Number 10039161 dated July 6, 2023, attached hereto and incorporated herein as **Exhibit "B"**.

6.3 **PURCHASE ORDERS**. Written Purchase Order(s) shall be issued by CPA to VENDOR to authorize the commencement of any portion of the Services desired by CPA.

6.4 **CERTIFICATES OF INSURANCE**; **ADDITIONAL INSURED**. CPA will be named as an additional insured.

6.5 **GOVERNING LAW**; **VENUE**; **REMEDIES**. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Florida, and venue shall be in Brevard County, Florida. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with Parties bearing the costs of their own legal fees with respect to any dispute resolution including litigation and appeals.

6.6 **PUBLIC RECORDS LAW**. The CPA is a public entity subject to Chapter 119, Florida Statutes ("Florida Public Records Law"). In the performance of the services set forth herein, both parties shall comply with Florida's Public Records Law. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS PERTAINING TO THIS CONTRACT, CONTACT THE CPA'S CUSTODIAN OF PUBLIC RECORDS AT (321) 783-7831, <publicrecords@portcanaveral.com>, or Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, Attn.: Records and Information Manager**.

6.7 **NOTICES**. All notices, demands, or requests from VENDOR to the CPA shall be sent as follows:

If to VENDOR:

SAFEWARE, INC.
4003 Forbes Blvd.
Lanham, Maryland 20706
Attn.: Heather Boyer

If to CPA:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, Florida 32920
Attn.: VP, Engineering, Construction and Facilities

With copy to (at same address):
Attn.: VP & General Counsel

6. **COUNTERPARTS**; **ELECTRONIC SIGNATURES**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. All other provisions in the original Contract are fully binding on the Parties and will represent the Agreement between the CPA and the VENDOR.

[**SIGNATURE PAGES TO FOLLOW**]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

"**CPA**":

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Capt. John W. Murray
Port Director & CEO

Date: _____

[SIGNATURES CONTINUED NEXT PAGE]

"**VENDOR**":

SAFEWARE, INC., a Maryland corporation,

By: _____
Name: Mary Pelfrey
As Its: Vice President

Date: 08/15/2023

EXHIBIT "A"

The Contract

(48 pages to follow)

EXHIBIT "B"

VENDOR's Quotation for Order Number 10039161 dated July 6, 2023

NTE $151,685.39 WITHOUT THE CPA'S PRIOR WRITTEN CONSENT

(2 pages to follow)

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
10039161	
Order Date	Page
07/06/2023 10:21:04	1 of 2

Quote Expires On: 08/05/2023

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 135469

Port Canaveral Maritime Academy
8970 Columbia Road
Cape Canaveral, FL 32920

Ship To:

Port Canaveral Maritime Academy
8970 Columbia Road
Cape Canaveral, FL 32920

321-863-8901

PO Number	*Taker*	*Email*
QUOTE - Project 1779	Nazira Burke	nburke@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	804-236-0579	804-800-4490
Sales Representative		
Heather Boyer		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00 EA			KIR KF-1779-UP Kirila Fire Upgrade Per SOW (Statement of Work)	EA 1.0	151,685.39	151,685.39
			1.0					
1.00	0.00	1.00 EA			SOURCEWELL PS	EA	0.00	0.00

Order Note: Project 1779 – Port Canaveral Fire Training Facility Upgrades
STATEMENT OF WORK – REV 1
Upgrades of ICS Fire Training System (circa 1998), consisting of:
1. Removal and replacement of PLC and PLC Components
a. Installation of 3 new PLCs and enclosures (Exterior, Bunk, and Engine Room), to allow for independent operation of each area
b. Each panel to have 15” touchscreen for operation
c. New PLC programming as needed for fully functioning system
2. Installation of new Gas Detection system (for 2 burn rooms)
3. Removal of obsolete functionality/components
a. Agent detection system
b. Data Recording/Printing
c. Smoke Generators
4. Reuse of all other Existing Components, including
a. Props and Burners
b. Gas Control Equipment
c. Ventilation Systems
d. Burn Room Linings
e. Utilities
5. Additional Items
a. Up to $2K for replacement gas valves (if needed)
b. Replacement of pilot air blower with separate units for each area

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
10039161	
Order Date	Page
07/06/2023 10:21:04	2 of 2

Quote Expires On: 08/05/2023

Contract No: Sourcewell #080922-SAF PS & EM

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
			1.0		Contract #080922-SAF Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member	1.0		

Total Lines: 2

SUB-TOTAL:	151,685.39
TAX:	0.00
AMOUNT DUE:	**151,685.39**

Actual freight added per freight terms

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

Solicitation Number: RFP #080922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Safeware, Inc., 4403 Forbes Blvd., Lanham, MD 20706 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

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15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Safeware, Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Mary Pelfrey 68D86B93C9504E6...
Jeremy Schwartz	Mary Pelfrey
Title: Chief Procurement Officer	Title: Vice President, Government Contracts and HR
Date: 10/11/2022 | 11:24 AM CDT	Date: 10/11/2022 | 11:49 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 10/14/2022 | 10:44 AM CDT

RFP 080922 - Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

Vendor Details

Company Name:	Safeware, Inc.
Address:	4403 Forbes Blvd Lanham, Maryland 20706
Contact:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Phone:	301-683-1212 1815
HST#:	52-1152883

Submission Details

Created On:	Wednesday June 22, 2022 08:53:30
Submitted On:	Tuesday August 09, 2022 08:34:09
Submitted By:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Transaction #:	9736f2aa-38df-4b8b-9504-49ef7367f7e9
Submitter's IP Address:	70.237.73.210

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Safeware, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1DCA7, UEI: JRVNJLXMZN64	*
5	Proposer Physical Address:	4403 Forbes Blvd. Lanham, MD 20706	*
6	Proposer website address (or addresses):	www.safewareinc.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jessica Faulkner Assistant Secretary Senior Manager, Contract Administration & Quality 4403 Forbes Blvd. Lanham, MD 20706 jfaulkner@safewareinc.com 800-331-6707 x1079 (office)	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mary Pelfrey Executive Director 4403 Forbes Blvd. Lanham, MD 20706 mpelfrey@safewareinc.com 704-564-0320 (cell) 301-683-1212 x1815 (office)	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karla Hyatt Director of Government Contracts 1800 Byberry Road Ste 801 Huntingdon Valley, PA 19006 kahyatt@safewareinc.com 800-331-6707 x1090 (office) Rick Bond Vice President of Sales 4403 Forbes Blvd. Lanham, MD 20706 rbond@safewareinc.com 301-542-3258 (cell)	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Safeware, founded in 1979, has spent over forty years protecting workers in their place of business. Beginning as an industrial safety company, we shifted our focus in the nineties to governmental agencies and are proud to have been among the earliest companies to support our nation's infrastructure in the fledgling homeland security market. We helped responders at both Ground Zero in New York and at the Pentagon during the aftermath of the 9/11 emergencies. In 1981, we established our Technical Services division to provide quality service for those more technical products that require regular care and maintenance. Today we are trusted by key government agencies and Fortune 500 companies to keep their critical equipment operating, and their personnel protected. In 1999, responding to customers and suppliers' requests, we created the Fire & Rescue Division. Today, Safeware focuses on supplying products and services to fire & rescue, federal and local government, law enforcement, military, and all forms of first responders. We are a trusted partner to those for whom failure is not an option. Safety and service are what we do but, Response is who we are. Safeware has a well-established reputation as the "go-to" Company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on the scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises, including multiple anthrax incidents, oil spills, bombings, natural disasters, and the recent COVID-19 pandemic. No matter the size of an emergency, we work hard to help our customers in their times of need. Government customers make up 90% of our sales, and these are primarily in State and Local markets. Today, we are a nationally recognized industry leader in distributing and servicing Public Safety and Emergency Management Equipment and Solutions.	*
11	What are your company's expectations in the event of an award?	Safeware expects a single award for the catalog of products listed in this Request for Proposal in the US. We are open to the idea that, should a large industrial supply distributor respond, then that award would not otherwise interfere with our position as a sole awardee on the contract as "big box" distributors have different "go to market" strategies than national public safety distributors. Additionally, we recognize our shortcomings in Canada and hope and anticipate that Sourcewell will support Safeware with training for our team of Sales and Customer Service personnel (over 50 strong nationwide and growing). We suggest this training will take place in the form of a series of webinars. To advertise and promote the contract, we anticipate that Sourcewell will work with Safeware's marketing team to position the contract nationally and to make the Sourcewell logo prominent in our marketing efforts. We also anticipate Sourcewell to identify leads and opportunities for public agencies to utilize the contract and assist the Safeware team with legal objections or questions around accessing the contract. We request that Sourcewell continue promoting the Sourcewell family of contracts, shows and other joint marketing events. Safeware looks forward to a kick-off discussion involving Key Personnel and Executive Management in preparation for the contract launch.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached Financial Statement demonstrating Safeware's financial stability and excellent cash flow.	*

13	What is your US market share for the solutions that you are proposing?	We do not have strong and relevant market data to support a claim in terms of market share in the US. We can, however, state that we consistently are one of the top suppliers for the following manufacturers, often number one in the US: • CMC Rescue – Rescue Gear, primarily for firefighters including rescue PPE • Mustang Survival – PPE for Rescue/Water Rescue & Firefighter PPE • Kask – PPE helmets for Rescue Personnel • Cairns – Firefighting Helmets • United Shield – Ballistic Helmets & Body Armor • Kappler – PPE for Firefighters • Dupont Personal Protective – PPE • Blauer Homeland Security – Chembio PPE While we have no third-party data, we believe Safeware is the largest national supplier of equipment for HAZMAT teams, bomb squads and technical reserve teams for State and Local governments across the country. All these teams are critical components to emergency response. Additionally, during the Pandemic in 2020 and 2021, Safeware was the single largest distributor of N95 respirators in 3M's Occupational Safety and Health Division which demonstrates our buying power and national presence in a time of emergency.	*
14	What is your Canadian market share for the solutions that you are proposing?	Safeware does not have a Canadian market share, but has partnered with Levitt-Safety Limited, Canada's premier safety distributor in a mutually beneficial relationship that will grant customers access to quality safety products from Canada's leading and most reputable safety distributor. Boasting annual sales of over $100 million and $15 million in inventory, Levitt-Safety has served Canadian public agencies for well over 80 years and will continue to do so through this contract.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Safeware is a distributor. Our contracts team maintains signed agreements with each manufacturer, including every manufacturer listed in this response. Given the broad nature of our response, we are happy to provide a letter from any manufacturer proposed in this RFP stating that we are a distributor of their products should it be requested.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Safeware is registered in Minnesota under the name "Safeware Safety Supplies Inc." Our Department of Revenue account number is #6301318 which is used to file and pay MN sales tax. To our knowledge, we are not required to hold any other licenses in MN.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Safeware has not been suspended or debarred anytime in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Here are a few recent examples of Safeware recognition by our customers and partners: • 2020 Supplier of the Year by TEMA (Tennessee Emergency Management Agency). • 2021 Outstanding Response in a Time of Emergency by the State of Florida Department of Emergency Management for o Wastewater spill at Piney Point o Surfside Condo collapse • 2020 recognized as a top national producer for another cooperative contract • 2021 recognized as a top producer in Northeast region for another cooperative for all sales in region • Recognized by numerous manufacturers for outstanding sales performance • Recognized by our partners for being awarded State contracts. Often, this is a result of "bridging" an existing cooperative contract. Examples include Michigan, Massachusetts, Tennessee, and Utah.	*
20	What percentage of your sales are to the governmental sector in the past three years	Safeware has consistently tracked 90% of our overall sales to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 10% of our governmental sales have been in the Higher Ed and K-12 sectors. This is largely reflective of the bundle of products we offer and the vertical market focus on fire and police in our company. We do believe the education sector is a growing category though for Safeware. This is mainly due to the pandemic, recent events, and the growing emphasis of safety measures in this sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA 2021 $ 95,523,185 2020 $151,024,876 2019 $ 53,140,772 HIRE 2021 $210,392 2020 $629,953 2019 $609,007 SourceWell 2021 $682,858 2020 $432,967 2019 n/a	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Multiple Award Schedule Contract #GS-07F-5668P 2021 $921,017 2020 $737,245 2019 $433,246	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
New York State DHSES	Jes (Walker) Bearden	518-402-4789	*
City of Minneapolis Minneapolis Fire Department	Jim Thomas	612-673-5563	*
Nashville International Airport	Sgt. Marc Christian	615-275-2322	*
Georgia Department of Transportation	Tim Swink	404-631-1367	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Commonwealth of Massachusetts	Government	Massachusetts - MA	Homeland Security, PPE, Public Safety, Public Works / Traffic Supplies, Safety Apparel and other products required in emergencies; for example, COVID-19, etc.	Avg.: $27,738	$44,888,273	*
State of Tennessee	Government	Tennessee - TN	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: $90,884	$29,891,247	*
Miami-Dade County	Government	Florida - FL	PPE, Respirators, Traffic Safety, Fire & Rescue, LE, etc.	Avg.: 3,944	$11,783,621	*
City of Dallas	Government	Texas - TX	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: $11,895	$9,790,955	*
State of Michigan	Government	Michigan - MI	PPE, Homeland Security, LE, Protection, Water Filtration, etc.	Avg.: $9,667	$9,761,142	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	The Safeware team works together. It takes the involvement of many people's expertise across multiple disciplines to meet the participating entities' needs. Our teams work together, from sales to customer service, technical service support, purchasing, marketing, and contracts to support the Sourcewell contract. Safeware employs a national team of 25 sales professionals and represents significant geographical growth over the last 5 years through our expansion to the West Coast as well as corresponding operational resources to support this growth. (See attached Safeware Roster and Safeware Territory Map.) Our sales representatives are skilled and have knowledge in all the products and services we provide to support the award resulting from this RFP. The sales representatives are typically the front line to participating entities, understanding their problems, and finding solutions. They have the ultimate responsibility to the customer for public agency satisfaction. Our customer service representatives (CSR) are inside sales representatives responsible for customer calls and emails and for addressing orders and order entry. The CSR assist customers with pricing, inventory, and status updates on products. Safeware's experienced Customer Service staff features account specific service and not a "call center" approach. Our team of 28 CSR's is located in regions across the country to provide service in every time zone, and our customer service representatives have great familiarity with their assigned customers. Customers' requests result in pricing specific to the required or requested contract, and the contract details can be found on the pricing documents. Our customer service representatives are very experienced in working with customer deadlines resulting from the end of the fiscal year, end of the grant cycles requirements, and other customer-specific requirements. They understand the urgency of emergency requests. Each year, we receive numerous compliments about our customer service team. Our Technical Services team provides maintenance, repair, rental, and leasing solutions to public entities. Our trained and certified technicians provide on-site and in-house services to minimize your downtime and keep customers in compliance. Purchasing ensures we are keeping the appropriate products in inventory for your

needs. This can be in general for public entities or public entity specific. Purchasing also works with sales to ensure one-time purchases at the best possible price to the customer. They also make sure price lists are accurate and auditable.

Marketing supports sales to provide collateral material, an online website, eCommerce, punchout, and many other services to streamline a Sourcewell Member's purchase.

Contracts works with sales to offer a national cooperative agreement to help public entities save time and money to simplify the sales process.

Product Knowledge.

All Safeware sales representatives are trained to provide product support in the key aspects of public safety. Not only does Safeware provide products, but our field representatives provide added value support to our customers. Examples of such added value services that have been provided to State and Local customers in the past include:

- Fentanyl Seminars
- Respiratory Fit Testing and Fit Testing Training
- Confined Space Training
- Product Fitting (Helmets, PPE)
- Site Safety Surveys

Safeware sales representatives receive a minimum of one hour each week of new product training, and an additional 5 days of offsite training annually. The focus of these training sessions is to support the sales of products and services in the following categories:

- Police
- SWAT
- Patrol
- Bomb
- Traffic
- Drug Enforcement
- Crime Scene
- Dive/Recovery
- Search and Rescue
- Canine
- Fire
- Structural Firefighting
- Hazmat Response
- Technical Rescue
- USAR
- Water Rescue
- Apparatus Small Parts
- General Safety
- Emergency Management

Most importantly, all Safeware sales representatives are trained on government purchasing and the benefits of cooperative purchasing. Each sales representative regularly works in support of promoting our cooperative contracts and attends government purchasing events obtaining best practice information to help them consult with government customers regarding the use of cooperative contracts. All Safeware sales representative will have access to the Sourcewell contract program resources and will review all important information so that they can be a resource to government purchasing professionals.

Many companies will show coverage maps with team members who are not engaged in government sales opportunities. Safeware is in the business of offering contract solutions to America's heroes, and each field representative is engaged in support of our mission.

Safeware sales representatives focus on high volume customer contact opportunities in the field. While the pandemic curtailed most trade shows in 2020 and 2021, we continued to support the events that operated virtually and shifted to participating again in person this year as the health crisis moved from pandemic to endemic. Our outside sales representatives will participate in 77 trade shows this year. These trade shows represent contact with tens of thousands of current and potential customers in State and Local government. A glance at our trade show schedule will demonstrate the commitment that every representative in each territory has in both government procurement conferences and end user conferences. Please see attached list of Safeware's trade shows. Most of our sales activities are contract sales and these end user events reflect the same. These trade shows demonstrate the unique versatility and geographical scope of Safeware's sales team. Each of

		these shows is a showcase of the benefits of cooperative purchasing, along with strong subject matter expertise in the core vertical user markets. Regarding our Canadian strategy, we have no current assets in Canada. We have aligned with the premier Canadian distributor of Personal Protective Equipment, Levitt-Safety. Levitt will partner with Safeware under the brand of Safeware Levitt, which is only for our Canadian operations. Levitt will report Canadian sales to Safeware, and Safeware will manage the Sourcewell relationship and all reporting and payment functions. Safeware will provide training for Levitt's sales team, and we will work with Levitt to ensure that contracted items on the Sourcewell agreement are available.	
27	Dealer network or other distribution methods.	Safeware has a long history of added value distribution to realize our customers' goals regarding MWSBE participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work regularly to meet customers' MWSBE participation goals. The challenge for MWSBE participation in a national contract is that every municipality has its distinct certification process, and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in Los Angeles. Our strategy is to establish regional distribution under the contract. Regional dealers can sell Safeware contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their participation requirements and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin we sacrifice is offset by the opportunity in these large target areas. Certified dealers are organically added to the contract as subcontractors. For example, the Commonwealth of Massachusetts has stated goals for diversity spend and we partnered with The Janz Corporation, a service-disabled veteran-owned small business (SDVOSB). In 2020, we had sales over $7 million with Janz for the Commonwealth. Here are some examples of Safeware relationships with certified businesses: • 570 Global, Corp. – SDVOB • Ace Tool Repair, Inc. – Woman Owned • B3 Enterprises – 8a/SDB, 8a/SBS • First Choice Supply – Minority Owned • Ideal Electric – Woman Owned, Minority, Small Business • Snappy Solutions – Woman Owned • The Janz Corporation - SDVOSB The utilization of a diverse supply chain replaces an available discount or other discount offered to an end-user customer in consideration of a business opportunity. Rather than asking for a best and final price offer, the customer instead seeks to satisfy participation while utilizing the cooperative contract. Safeware will take responsibility for compliance and reporting of all contract sales. Moreover, Safeware will be responsible for the prompt payment of any administrative fees associated with the sales. Leasing: In the event a customer leases product, then the leasing company becomes the dealer of the product. Safeware will take responsibility for compliance and reporting of all contract sales and will be responsible for the prompt payment of any administrative fees associated with the sales. Canadian Partner: Safeware is proud to partner with Levitt-Safety to comply with the Canadian Sourcewell customers. Established in 1935, Levitt-Safety Limited is the Canadian Leader in health and life safety products, training, consulting, and technical services. With strategically located branches across Canada, Levitt-Safety is ideally equipped to serve companies of any size or industry who recognize the tremendous value of building a safety-centric culture in their organization. With annual sales of over $100 million and $15 million in inventory, Levitt-Safety Limited provides quality Safety products and services aligned to support customer requirements. They have the capability of servicing all of their customer's sites, as well as providing consistent service and high levels of product availability. Levitt-Safety Limited can match your location footprint, make rapid product deliveries and provide customers service to remote locations throughout Canada with an extensive network that includes:	*

		• 18 branch locations throughout Canada • 2 major distribution centers across Canada (Oakville, Ontario and Edmonton, Alberta) • 1/4 million square feet of warehousing combined In addition to providing customers with extensive safety product coverage, Levitt is proud to offer superior services and business support through customer focused delivery channels, which are reinforced by superior services, processes, and technologies. Levitt-Safety Limited also guarantees to provide customers with after-sales technical support and repair services with the most knowledgeable product and industry specialists in the business and leading-edge technology support for e-Procurement and automated payment solutions.	
28	Service force.	Safeware operates a corporate office in Lanham, Maryland with additional branches in Columbia, Maryland; Philadelphia, Pennsylvania; Richmond, Virginia; Gainesville, Georgia; Miami, Florida; and Denver, Colorado. We employ 28 customer service personnel across these branches and the US to support our ever-growing government sales operations. Our IT and Marketing departments boast 10 personnel, and our Purchasing Department, housed in the Richmond branch, has 5 staff members in charge of purchasing as well as contract and data management. Our branches in Columbia, Richmond, and Denver all host warehouse space from which we ship product, and all branch locations have service technicians assigned to them. Safeware provides many value-added services both in house and with our mobile service vans. Our Technical Service Department employs 17 dedicated personnel who are trained in many areas including, but not limited to, SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, Level-A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance, and breathing air testing. Our Canadian Partner, Levitt-Safety, is proud to offer the largest service offering in Canada provided by highly trained and knowledgeable technicians who come right to your door to ensure that necessary equipment is always in top condition. Their techs are cross trained to inspect, maintain and repair a multitude of product lines, from fire extinguishers and respirators to instruments and fall protection, providing the convenience of relying on just one service provider. All of Levitt's technicians have been thoroughly trained to ensure your equipment is achieving peak performance while meeting all local and national codes and standards. Their techs carry out their services in conformance with standards set out by Underwriter's Laboratory of Canada (ULC), the National Fire Prevention Association (NFPA), manufacturer training, and provincial fire codes. What sets Levitt apart from their Canadian competition is the level of expertise and guidance their Safety Specialists bring to customers in order to help them solve their fire, safety, and environmental challenges. After all – safety is all they do. For more than 80 years, the safety of your organization has been Levitt-Safety's number one concern. Their mission is to make Canada a safer place to live and work. They have always maintained a simple, yet unique approach to the marketplace: bringing customers the best products and services in the industry backed by decades of knowledge and expertise.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order processing procedures begin most often with a request for a quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account or their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request. The customer reviews the quote, communicates any necessary alterations and ensures their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21. Our staff verifies the details and then executes the order, which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgment is sent to the point of contact that placed the order. During the order entry process, a code will be assigned to the order indicating it as a Sourcewell contract sale. Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer. When the product is ready to be shipped, the system prints a pick ticket for the warehouse to pull and package the product. When the product is packaged, tracking information is added, and a packing slip is generated and affixed to the outside of the box. Once the shipment is confirmed, the system generates an invoice. If the product is shipping directly from one of our manufacturers, the same quote, acknowledgment, and order conversion is followed, except the system generates a PO for the product to ship to the customer with the customer ship-to address and PO number. The PO is sent directly to the manufacturer. Once Safeware's Accounts Payable department receives the direct shipment invoice, the product quantity, price, PO and ship to are confirmed. The tracking, if provided by the manufacturer, is added to the order and an invoice is generated. Once generated, invoices are sent to the customer per the PO instructions, Email, Mail, Fax, EDI, or web-based invoicing. Safeware accepts orders via multiple formats such as email, telephone, e-commerce, fax, and mail service. Customer orders can be placed directly on both company websites, and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability. Customers may purchase online directly from our website using a PO or P-card/credit card. We offer punchout where the customer utilizes their eProcurement system to Safeware's punchout site. This is the most common type of punchout. We also provide punchout where the customer can search for and view products directly in their procurement platform without initiating a punchout session. We are currently integrated with Ariba, Equallevel, CommBuys, Jaggaer (formerly SciQuest), and Oracle Business Network. In addition to website and punchout, we offer these additional ecommerce capabilities: • EDI capabilities to our ERP system for receiving PO's and sending order confirmations, ship notifications, and invoices • Custom API's can also be made to our ERP system for this functionality • Ability to transcribe incoming PO's sent via email into EDI • Ability to send order confirmations, ship notifications, and invoices via email
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Safeware will ensure that delivery schedules for routine, urgent, and emergency requirements are met. We categorize orders at time of order entry and have established a standard operating procedure that verifies a customer's required timeframe on every order. Safeware has developed world-class expertise in on-time order processing and fulfillment by supplying both Commercial and Government in daily operations and in times of emergency for over 40 years. Safeware is trusted to have reliable systems in place for important customers that depend on our ability to meet supply chain needs. Our state-of-the-art ERP system, EPICOR Prophet 21, is designed for a distributor to efficiently stay on top of every order, fulfilling the requirements based on data captured at order entry, with checks and balances and exception reporting to ensure that no orders fall unattended. Entering a required date is a mandatory step in processing every order. Our inside sales representatives will code orders in the ERP system as urgent or emergency if

special handling or expedited action is necessary. They can also trigger an electronic note that follows the order through the system and will print on order paperwork detailing the urgent or emergency nature of the order. These notes also notify the appropriate warehouse manager and customer contact manager. This process assures us that urgent and emergency orders have visibility within the system and are verified daily as to the ability to be delivered on time.

We cannot eliminate the human element completely, but our historic status as an emergency equipment vendor has enabled us to have very strong checks and balances. Combined with a culture of paying attention to required dates and close monitoring, we ensure that every pick ticket gets shipped every day. We are not error free, but we enjoy 99% shipping accuracy, which puts us very high in the distribution world, and when we do make mistakes, we take steps to make heroic recoveries that compensate the customer and take corrective action to eliminate errors.

Safeware strives to deliver all routine requirement orders for material to the authorized customer's receiving location within the delivery timeframe as specified in the order, (indicated to usually be within 30 days of order placement). Safeware's ERP system uses sophisticated replenishment algorithms to ensure that stock levels are maintained to support historical demand for an item. Safeware consistently maintains approximately $8 million in inventory in order to provide quick delivery on our customers' most requested items. For off-the-shelf items, depending on size and destination, Safeware utilizes common carriers, LTL (less than truckload), and commercial package delivery services like UPS Ground and Federal Express Ground daily. Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt.

As soon as an order is entered into the Safeware system, a pick ticket is created instructing the warehouse to pick all items currently in stock. For any items not in stock, the customer service representative reviewing the order for acceptance (as these purchase orders will be placed via EDI), has the option to place a purchase order directly with the manufacturer for drop-ship to the customer's location or expedited delivery to our warehouse, which triggers the drop ship follow-through process whereby the manufacturer is contacted by our expediting team to ensure prompt shipping.

Carrier selection requires a good understanding of time in transit for each carrier and our Warehouse Manager has over 20 years' experience with Safeware ensuring shipments are timely delivered to our customers nationwide. A core element of the Safeware strategy is to complete all of a day's work in a day, meaning that every member of the Safeware team understands that getting orders out accurately and as quickly as possible is our greatest role and our competitive advantage in the supply chain. All orders for in stock items received by 3:00 pm EST will ship the same day. Selecting an overnight or two-day carrier is the critical step for urgent and emergency orders that have 72- and 24-hour delivery requirements. A pick ticket which prints with all orders will reference the time-sensitive nature which alerts the warehouse personnel to select an appropriate carrier that can meet time commitment, whether it be overnight UPS, FedEx, emergency custom critical truck delivery, or, in some circumstances, our own personnel making the emergency delivery. As a large seller of all kinds of response equipment needed for on demand natural disaster response, Safeware has an experienced emergency order team, protocol, and discipline for handling these types of orders.

Below are just a few of the highlights from our years of emergency response experience focused on public agency response:

- 9/11 Attacks, 2001
  - Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment arriving daily to meet critical needs.
  - Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
  - We learned much about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.

- Anthrax/Ricin Contamination Attacks, Washington, DC, 2001
  - While most of our business was Federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.

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- Hurricane Katrina, 2005
  - Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the Federal government could not provide.
  - We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.

- Hurricane Sandy, 2012
  - Many areas drew from existing caches of equipment and used Safeware to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirely to the emergency logistics center in Queens within 24-hours.

- State of Michigan Flooding, August 2014
  - State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.

- Ebola Crisis, 2015
  - Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.

- Zika Virus, 2016
  - Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and the public.

- Hurricane Season, 2017
  - Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

- Corona Virus, 2020
  - Many customers, including the top public procurement officials from many States, Counties, and Cities nationally, contacted Safeware evenings and weekends, as well as after hours. The February 2020 edition of Supply Chain World outlines the efforts of Safeware, among other suppliers, in meeting the continual and after-hours needs of one customer, Anne Arundel County, MD. After hours calls at Safeware are not just a courtesy; we work with our customers to achieve immediate results in a time of crisis. Our warehouse shipped thermometers, gloves, and respirators to customers across the United States, working nights and weekends as the workload and urgency demanded.

- Civil Unrest, 2020
  - Just as the demand for pandemic supplies was over the initial peak, Safeware began receiving calls from law enforcement customers across the country. There was a massive demand for personal protective gear for the police, who were protecting the public during these times of social conflict. Besides providing respirators, helmets, and suits, Safeware was instrumental in sourcing safety eyewear with infrared protection. Officers were being assaulted with lasers in their eyes during the protests. On the weekend of May 30, 2020, Safeware worked throughout the weekend, supporting our customers. Truckloads of protective gear were picked up and delivered to Safeware customers.

- Surfside Condominium Collapse, 2021
  - Air quality for rescue workers was potentially unsafe in the collapse. We were contacted by our customers who could not get gas detection equipment to work. Safeware dispatched a sales representative and our manufacturer partner who brought parts and completed the necessary repairs free of charge.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Safeware believes it is the largest single potential respondent in the US focused solely on the scope of work described in the RFP. There may be respondents larger in size. However, our market space is this vertical market, and we track over 90% of sales in the described vertical markets. It makes us unique amongst respondents. Our intention is to continue to grow in this space and our desire is to help Sourcewell grow as well. The current limitation is the narrow scope of work on the existing contract with Sourcewell. A single or dual award will result in larger opportunities for both Sourcewell and Safeware.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Levitt-Safety will be the supplier of all products and services proposed on this contract for Sourcewell members in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Safeware has coverage across the United States. Our Canadian partner, Levitt-Safety, will handle Canada, allowing us to fully serve the entire coverage area.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We propose no exclusions to participating entity sectors in the contract. As a practical matter, some verticals offer less but are a growing opportunity for a public safety and emergency management market, such as education. We have sales activity in every listed sector and will continue to pursue all contract sales.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We will honor contract pricing and support customers in Alaska and Hawaii as specified in this contract. Some manufacturer agreements limit distribution to the continental US, and in those cases, we would comply with the agreements.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Safeware plans an aggressive marketing strategy to launch this agreement. We have tremendous cooperative contract acceptance among our customers in many states. We will immediately launch the contract with a nationwide campaign and expect immediate results. Once awarded, we will prominently feature Sourcewell and the contract on our website. Social media is also a big part of the change we see in industry today. Our Social Media Director will use many tools to promote the contract including posting contract information on multiple platforms as well as sending email blasts with more detailed contract use information. We have a large database of contacts in areas that will immediately benefit from this contract. We are a ground sales force enjoying a solid reputation, a broad selection of relevant products, and proven market focus. Our trade show schedule is robust and engaging. We have touch and reach to America's largest cities and metros, and we intend to use the contract for immediate impact in the largest population centers in our country. Additionally, our marketing plan includes: • Multiple marketing materials displaying the Sourcewell logo and detailed information about the Contract vehicle • Participation with various end users' events, fundraisers, raffles, etc. to further promote our offering of the Sourcewell Contract • Co-branded giveaways, sway, etc. of Sourcewell and Safeware at industry end-user and purchasing trade shows • Sourcewell promotional signage and literature at our trades show booths Please see uploaded documents for samples of marketing line cards that Safeware uses. We have included our Fire, Law Enforcement and Safeware contract line cards.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Safeware marketing strategy consists of several software solutions to help us reach our customers. Our marketing strategy and platforms are as follows: WEBSITE Our website is Business-to-Business Punchout Ready full of enriched item listings for fast and accurate customer searches with enhanced metadata. We use a Product Information Management (PIM) system to house our catalog feeds and item data so customers can shop directly on our website. We currently have contract landing pages on our site for customers of currently held contracts and will set up a Sourcewell landing page that will host all relevant contract information, documents, as well as a link back to the Sourcewell website. Customers are invited to create an account on our website which allows them to access special contract pricing, review account history, and place orders with ease. WEBINARS Technology allows us to reach multiple customers over a broad physical territory by connecting with these customers all at once through a single webinar. Webinars have proven to be a success for Safeware by educating high level buyers in a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go-to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Each session lasts about 30-45 minutes with a live Q&A and is recorded and posted to our page for public access. EMAIL E-mail campaigns and content are run through marketing automation software, Pardot/Salesforce, which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with product information and videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras. SOCIAL MEDIA In order to promote our brand and connect with our customers in the ever-changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, Instagram, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article. We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference. CRM Our Customer Relationship Management (CRM) tool, Pipedrive, is connected to our marketing automation software, Pardot/Salesforce, allowing for a seamless flow between contacts, leads, and sales. This data capture allows us to better capture the successes of our campaigns. Specialized Content Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Fire, Police, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases and focus our campaigns on personal content specific to their role.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Safeware would like to be promoted through Sourcewell digital marketing efforts such as email campaigns to Sourcewell members and end users as well as with promotion of our webinars, white papers, and products to relevant users. We would like user contact information for our marketing campaigns and leads that come through the Sourcewell platform or personnel. We expect the Safeware logo and offering to be included in Sourcewell marketing efforts such as collateral and material, displays and discussions at trade shows and webinars or speaking engagements where Sourcewell is present. Safeware will integrate a Sourcewell awarded contract into our sales process by engaging suppliers, end-users, and our internal company resources. Supplier Engagement • Scheduled national educational presentations (in-person and online) about Sourcewell to major suppliers • Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options • Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows highlighting Sourcewell contract vehicle purchasing resource • Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser End-User Engagement • In-person demonstrations of products and trial evaluation programs • 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies Internal Company Engagement • Ongoing education about Sourcewell to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as the company expands. • Ongoing joint sales calls with territory managers • Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, EMS, USAR, Emergency Management, Security, and General Safety. • Monthly company-wide sales meeting to cover: o Progress on existing goals/projects o Identifying upcoming opportunities o Evaluating on-going strategies o Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio. o Reinforcement of Sourcewell contract sales strategies o Troubleshooting any buying obstacles.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are available through an e-procurement ordering process. Any customer has the ability to register for an account on our website which allows them to shop our extensive line of web items and add them directly to a shopping cart. Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click “Add to Cart” and the items are added to a Shopping Cart. Users have the option to continue shopping or continue to checkout. The “Save Name Cart” feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the cart (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time. The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information. The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer’s privacy needs. Upon placing an order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order. There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works. Punch Out Sites Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Eqallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships in this arena. We are also able to utilize direct API’s with procurement agencies via EDI and have the ability to adapt to each agency’s unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system. Integration Safeware has successfully integrated with multiple public agencies’ purchasing systems such as Sciquest, Equallevel, Ariba, Commbuys and Peoplesoft. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Safeware offers both added value and fee-based training to our contract customers. We offer services within the scope of this contract including: • Sizing and fitting • Train the trainer programs • Testing and evaluation samples and demo • Operator training • Regional Seminars on relevant topics such as fentanyl response and radiation safety We offer many services for a fee which can be found on our Technical Service Price List, including: • Respiratory fit testing • Level A Suit testing • Gear cleaning to NFPA standards • SCBA flow testing • Hydrostatic testing • Compressor service	*

41	Describe any technological advances that your proposed products or services offer.	The products that Safeware is offering represent the most current products in demand in the marketplace. This is everchanging. For example, recently based on customer demand, we added supplier Pendar to provide public entities with Chemical detection. We added supplier Skydio to provide drones that offer broader solutions than the drones currently in operation for traditional police use. As customer needs pivot, we adapt with the newest technology in the market. The proposed products specified here are the result of our passion to provide the very latest technology to our customers.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Safeware cares about the environment and makes every attempt to do business in a way that promotes sustainability by reducing our carbon footprint and greenhouse gasses. The following policies reflect our commitment to personal, global, and social responsibility: • Maximize electronic and paperless communication • Electronic ordering and billing • Use of teleconferencing and web presentations • Use of VMI, consignment and aggregate deliveries to reduce fuel consumption • Minimize square footage required at each location • Encourage telecommuting when feasible • Emphasize efficiency in all areas • Reduce air travel as much as possible • Reuse boxes in all warehouses • Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers • Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles • Choose American Made products that do not have to travel as far to reach the end consumer Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business. Our VP of Operations is responsible for implementing and enforcing these green initiatives. Specific investments include recycling paper waste, aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders, and replacing lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products. Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products. As far as product goes, while Safeware is dedicated to offering our customers environmentally preferable products wherever available, we have found that this industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Safeware offers a range of eco-friendly products that are found on our website in the "Green Products" category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items. Though none of our products specifically have any third-party environmental certifications, a number our products are classified as "green" or environmentally friendly including: • ShowaBest Biodegradable gloves • Rayovac and Duracell rechargeable batteries • LED flashlight • Moldex non-PVC plugs • Cotton and Polyknit glove recycle programs • Presoaked chemical wipes • All-Natural oil-sorbent products • Simple Green • Environmentally safe firefighting foam	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Safeware is not a certified WMBE, SBE, or Veteran Owned Business. We are self-certified as a Small Business in the federal space. We enjoy and seek out opportunities to partner with local WMBE, SBE, DBE and other designated businesses when the opportunity presents itself and is in the best interest of the customer.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Safeware is a unique supplier in the public safety and emergency management market. The channel was established based on a fragmented network of independent dealers. This dealer network was designed to accommodate a large number of customer departments, some of them volunteers, which represented a fragmented and difficult to reach customer base requiring highly specialized products. The dealer channel was established so that a vast network of very small, independent dealers would cover this large quantity of small departments in a specified region. The manufacturers could not directly reach these end-users, so they focused on the larger departments and drew that business through the local dealer who carried the same products to the locals in the area. This traditional market has served the public safety and emergency management market for many years, and many quality small distributors continue to serve these local markets. Safeware has brought a national presence to the public safety and emergency management market. Our market focus has flourished around the users in the departments who are historically underserved with growth centered around HAZMAT and Rescue and Dive equipment, for example. We have been market leaders in providing ballistic protection in fire teams and providing timely response innovations such as tourniquets, plates, and carriers for Police and Fire, fentanyl response, and pandemic/virus supplies. Safeware has a market focus in the US's largest cities, and we provide personal, hands-on service in these markets with local representation. Over the past ten years, our efforts to create a national footprint with local service representation have resulted in a unique approach to this market.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The scope of this contract is very broad and involves thousands of products, each of which has its own warranty. There is no general answer to the overall warranty for products though we are proud of our reputation for solving customers concerns in a timely and satisfactory manner. Safeware honors all applicable manufacturers' warranties. Products purchased under this contract will be covered by the warranties established by the manufacturer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Manufacturers' warranties almost always cover workmanship and normal wear and tear. There are typically exclusions for failure due to customer neglect or improper use.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We are not aware of any manufacturers' warranties that cover these costs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no territory restrictions regarding warranty support.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All items for this contract are provided by Safeware. We do not refer customers to the manufacturer for warranty support. Rather, we coordinate all applicable warranty support for our customers. Safety concerns and recalls of products are tracked by our Quality Manager to insure a timely response. Warranty claims and concerns can be handled by contacting a Safeware representative who will have an RMA issued for the product and oversee the repair or replacement of products covered by manufacturer's warranties.	*
51	What are your proposed exchange and return programs and policies?	We offer a 60-day policy for refund and exchange of non-custom merchandise. If the end user does not contact us within 60-days of receiving products, we cannot guarantee a return or exchange. Return Policy: All returns and exchanges must be authorized by a company representative and a Return Material Authorization (RMA) must be issued to the requesting entity prior to any return shipment. Returns may be subject to a restocking fee per the Original Equipment Manufacturers (OEM) requirements. Return freight is the responsibility of the customer. Refunds will only be provided on new product in OEM packaging. Safeware reserves the right to withhold outbound freight costs from any issued credit. All returns must be returned to Safeware within 30 days of RMA issuance or RMA will be cancelled.	*
52	Describe any service contract options for the items included in your proposal.	Safeware is including a services price list with our proposal. Service contracts based on this service pricing are available under the proposed agreement.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Safeware is flexible. We do not have any standard transaction documents that customers are required to utilize.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Safeware accepts P-Cards and there are no additional costs to pay with a P-Card.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Safeware's proposed pricing model for this contract is a Percentage Discount from Catalog/Category. A uniform discount taken from the published Safeware Catalog Price will be offered across all product categories in this contract, and a separate discount will be offered for all services. The discounts will be applicable for all products and services in the Safeware Catalog, which is encompassed of individual price files for each of our vendor partners. See Safeware Pricing Attachment for discounts by Category as well as a Supplier/Manufacture list of currently available product lines. We have also attached over 220 of our current Catalog Price files. The products included in this RFP response will be defined as those products found in the Safeware Catalog. The Safeware Catalog will be available online* and may be updated at any time, though the stated contract discounts will not decrease for the life of the contract. The prices indicated in these files will represent the ceiling price for the contract. Contract Prices may be reduced at any time. *Exception: Please note that due to national security concerns, certain security sensitive product price lists will be provided upon request and will not be available online. Catalog Updates Our suppliers are constantly updating their products lines in order to provide our public safety customers with the newest technologies, items, and services to keep them safe. Because of this ongoing innovation, Safeware in turn is constantly updating our catalog based on new manufacture relationships and updating price files with additional product, removing outdated and discontinued products, and editing products part numbers and descriptions. As a consequence of the extreme economic circumstances, some suppliers and items require frequent price updates. Due to the vast number of product lines and SKU's included in the scope of this contract, such changes are expected to take place daily so Safeware proposes the following Product and Pricing Change Protocol: Safeware's Contract Pricing will be available online	*

		via our individual Catalog Price Lists for each of our suppliers. The posted price lists will demonstrate the current contract pricing, which will be updated in real time as needed. Once per quarter, Safeware will provide Sourcewell with an updated Contract Supplier List, along with a list of price files that have been updated in the previous 3 months. Upon request, we will provide copies of the updated price lists (which can also be found online) as well as details to justify the changes. Catalog Location/Access Safeware Catalog Pricing will be located on our website. Because we know that not all government procurement departments work the same, we have developed several methods for checking compliance with our contract pricing. Upon award, we will create a landing page for Sourcewell customers to view the Public Safety and Emergency Management Contract Documents and Contract Supplier List. Pricing will be made available in the following formats: 1. PDF Catalog Price Files will be published to our website, accessible to customers with a login/password (temporary login information is below). 2. PDF Catalog Price Files will be published to a file sharing website either Exavault or OneDrive, accessible to anyone with the link. 3. Items available through our website will show Safeware Catalog Price as well as the contract discount to customers who are logged into our website. Website Link: https://www.safewareinc.com/ Username: sourcewellcustomer@safewareinc.com Password: Sourcewell@12345	
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell members will receive a 41% discount off Safeware Catalog List price for products and a 10% discount for Services and Training. Market Basket In order to demonstrate the depth and breadth of products offered, as well to provide an example of our pricing, we have created a Market Basket of items that are a representative sample of the items we will provide as part of this contract. Please see Safeware Pricing Attachment for the Market Basket.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Safeware routinely offers our state and local government customers functional discounts on one-time large purchases. Sales greater than $20,000 may be eligible for additional price discounts from manufacturers and are flagged in our system to indicate that additional price concessions should be sought from the manufacturer. Additional discounts will be evaluated and offered on a case-by-case basis. Such discounts may occur for myriad reasons including volume, quantity, special manufacturer discounts, or Dealer of Record (DOR) programs. Safeware makes a practice of passing along additional discounts to our customers, so the discounts offered for product will always be at least 41% (10% for services). Many Safeware customers have their own rebate and incentive programs based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	If a customer requires an item not currently found in the Safeware Catalog, Safeware will provide a quote for such request and the item will be added to the Safeware Catalog for future contract ordering. The minimum discount will remain 41% for products and 10% for services. Safeware anticipates adding additional product to this contract as we form relationships with new suppliers in the Public Safety market. When this occurs, we will add the new product lines to our online catalog, via a Safeware Catalog Price file for that manufacturer. Additions to the contract will be an on-going process, and quarterly updates will be communicated to Sourcewell per the process detailed in question 57 above.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs of acquisition are included in the item pricing. There will be no third-party costs imposed on the customer. If installation or training is required, it will be quoted to the customer before the sale and will be listed as a separate line item on the quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard ground shipping to the contiguous United States (lower 48) will be included in the pricing for Sourcewell Members. Any expedited, over-night, courier, and any other nonstandard ground shipping deliveries will be billed. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically $39/case of material shipped. Safeware also provides technical service to items sold through the contract. When customer owned equipment is sent to Safeware for maintenance or repair, the customer will be responsible for those costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be billed on all contract orders delivered to Alaska, Hawaii, US Territories, and Canada. This includes standard, expedited, over-night, courier shipping or any other nonstandard shipping. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically $39/case of material shipped.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Safeware has vast experience in dealing with national emergencies that have required the use of unique delivery methods. (See response to Table 6, question 30.) We have shipped products using next flight out, expedited ground shipping, and have also booked cargo planes, hired couriers, and even utilized helicopter delivery. Safeware is very familiar with special ways to get product to our customers when conventional methods do not meet requirements	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Safeware has enjoyed over a decade of experience with national cooperative contracts. During that timeframe, we have learned techniques and systems to employ that assure contract compliance and pricing auditability. Our proposal includes pricing calculated by a uniform discount applied to an electronic Safeware list price. This allows our internal system tied to the Sourcewell contract to follow a formula that can only create a price by applying this discount level to the Safeware list price. All orders are placed by our internal customer service team and our internal system will flag any questionable items or proposals that do not match this formula. This same system allows us to track sales by a Sourcewell contract code and providing up to date spend analysis and reporting. This code applies to any eligible customer for Sourcewell in our system and will capture all contract sales referencing this number. This process allows both Safeware and Sourcewell to be confident that the fee reported to Sourcewell and paid by Safeware is in accordance with the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As previously discussed, we have a system in place that will track every Sourcewell contract order. With this information, we can create a wide variety of reports that will look at growth in sales across individual customer, customer class, or even region. We distribute weekly reports to our sales team around orders placed, orders shipped, and orders that have billed. We summarize our sales for our group each month and will include this Sourcewell contract to create a visual of sales growth and success with the contract.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Safeware understands that there are soft costs included with soliciting, awarding, managing, marketing and promoting a cooperative contract. We appreciate the opportunity to have this vehicle available for customers to save them the costs of this process and get the safety products that they need in an expeditious and efficient manner. Having said that, Safeware has built a brand in the marketplace over the past 40 plus years as the go-to supplier for public safety needs. Our field team will be promoting this cooperative vehicle with their customer contacts and actively engaging customers in the field. Safeware is a national distributor of safety products and because of that we operate on a limited amount of gross profit per sale, often single digits of margin. We do not operate like many other manufacturers who can just include an additional percentage in their list price to cover a cooperative fee. Our proposal also includes shipping in the price of each item which will come directly out of that gross profit number. Furthermore, a single or dual award will result in larger opportunities for both Sourcewell and Safeware. After taking these considerations into account, Safeware proposes the following administrative fee options for all Sourcewell contract sales: • Two or less vendors are awarded a contract o 1.5% Admin fee • Four or less vendors are awarded a contract o 1.0% Admin fee • Five or more vendors are awarded a contract o 0.75% Admin fee We can pay this fee quarterly or annually based upon closed contract sales. This will not be listed as a separate line item or fee to the end using entity and will be paid by Safeware directly out of our gross profit on all Sourcewell contract sales.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are Public Safety and Emergency Management experts. Safeware maintains relationships with a myriad Public Safety manufacturers and vendors and is constantly making new partnerships as we discover new and innovative product lines. Safeware is proposing products and solutions that meet the requirements of all the categories outlined in this RFP. We are submitting Safeware Catalog Price files for over 220 of these manufacturers, including a Safeware Technical Service Price File, (See Pricing Zip File) and will continue to update our offering for the life of the contract. A Supplier/Manufacture list of currently available product lines can be found as an attachment in the Pricing Zip File. Safeware is more than a provider of product – we offer an entire spectrum of capability. When a public entity has a specific need or requirement, whether it is a product or service, we have the capacity to source and fulfill those needs in a timely fashion for every category. Here are examples of the types of products offered in each of the categories: • Law Enforcement and Corrections: Safeware offers a full suite of Law Enforcement and Corrections products and solutions. Examples include, but are not limited to, ballistic protection, biometrics, cameras and accessories, civil disturbance, clothing, communications equipment, crime scene equipment, security operation centers and control room equipment, license plate recognition, detection, device mitigation, drones, duty gear, enterprise systems, eye protection, forensics, hand, head and face protection, optics, radio communications, K9 and animal supply, respiratory protection, real time crime centers and emergency operations centers, robotics, PSIM, safety and security tools, security consulting, training and simulations, tactical wear, tactical medical and first aid supplies, video and sound analytics, facial recognition, security center display walls, corrections access controls and locks, doors, gates, fencing, and key management, video surveillance, visitor management, suicide radar and more. • Fire, EMS, and Search and Rescue: Safeware offers a full suite of Fire, EMS, and Search and Rescue products and solutions for first responders. Examples include, but are not limited to, clothing, communications, drones, equipment storage, first aid, lighting, hand and foot protection, gas detection, HAZMAT response, head and face protection, decontamination, rescue gear, respiratory protection, robots, service, suppression, technical rescue gear, tents and shelters, thermal imaging, video and sound analytics, tools, training, turnout gear, workwear and more. • Medical, Health Service and Public Health: Safeware offers a full range of Medical, Health Service and Public Health products and solutions for Sourcewell Members. Examples include, but are not limited to, PPE, respiratory protection, disinfection equipment, medical surge, medical supplies and devices, public health shelter systems, utility shelters, medical surge beds, traffic safety, training, vapor detection, panic alerts and more. • Human Services, Housing, Homelessness, and Mental Health: Safeware offers a full range of Human Services, Housing, Homelessness, and Mental Health products and solutions for customers. Examples include, but are not limited to, temporary shelters, cots, temporary showers, decontamination supplies, temporary offices, walk thru detection, bottled water, MRE's, PPE, video surveillance, fencing and more. • Emergency Management: Safeware offers a full range of Emergency Management products and solutions for natural and homeland disasters, crises, civil disturbance, pandemics, and any other emergency that may arise. We offer a 1-800 number for Sourcewell Members to call 24/7. Examples include, but are not limited to, shelters, rescue gear, first aid, filtration systems, PPE, HAZMAT response, respiratory protection, decontamination, training, CERT equipment, mobile command equipment and more. • Public Utilities and Public Works: Safeware offers a full range of Public Utilities and Public Works products and solutions. Examples include, but are not limited to, clothing, protection kits, barricade tapes, chemical protective, communications equipment, confined space, enterprise systems, footwear, protective gloves, hard hats, hearing protection, lockout tagout, repellant, respirator/air filtration, respiratory protection, safety eyewear, signs, turnout gear, workwear, emergency eye wash, water safety, hi-visibility apparel and outerwear, fall protection, detection, security consulting, design engineering, installation and service and more. • Transit and Transportation: Safeware offers a full range of Transit and

		Transportation products and solutions. Examples include, but are not limited to, fall protection, head, hearing, eye and face protection, biometrics, drones, training, thermal cameras, communications equipment, enterprise systems, gas detection, security screening and threat detection, security operations centers and control room equipment, PSIM, video and sound analytics, facial recognition, security center display walls, video surveillance, security consulting and more. • Providers of services similar or related to the services described in subsections above: o Services: Safeware provides value added services, including but not limited to: SBCA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing. o On-Site Training Services: We offer many services that require on-site training or testing to insure proper use of equipment for end users. Such services include, but are not limited to: Respirator Fit Testing Product training/operation Donning/doffing PPE Fitting helmets Fitting PPE Fitting uniforms, boots Confined Space entry training Sign surveys Eyewash surveys OSHA compliance surveys o Training: Our training includes, but is not limited to, the following categories: Drug Enforcement Active Aggressor Drone Rope Rescue Hazardous Chemical Public Order Strategy o Consulting: Our sales representatives advise customers on proper equipment needed for specific situations. Examples of this include Safeware's offering of public order gear in which we have been pioneers in the industry. o Leasing/Financing: Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however, Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee. o Garment Services: Safeware offers embellishments and alterations as a component of our uniform offering. o Trade-Ins: Safeware offers trade in programs for contract purchases. These are either special offers from a manufacturer for a specific period of time, or a special incentive offered for a particular piece of business. The Trade-In Program is as follows: A Safeware quote will provide the Contract Price for the new item as well as the Trade-In Value of the item being traded in. The customer will be given a Contract Price Net of the Trade-In. This quote will reference the customer's intent to trade-in material. For example: if the Contract Price for the new item is $100 and the Trade-In Value is $25, then the Net Contract Price will be $75. Upon receipt of order, the Trade-In materials will either be picked up by a Safeware representative or a representative will send a return label for shipment.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Law Enforcement and Corrections: • Aviation Supplies • Canine • Crime Scene Equipment • Detection of Hazardous Substances • Domestic Security • EOD/Bomb Equipment • Incident Management • License Plate Recognition and Related Products • Major Crimes / Gang • PPE

		• Real Time Crime Center • Search and Rescue • Tactical Entry • Training • Any Related Products and Services Fire, EMS, and Search and Rescue • Decon Equipment • Detection • Electrical Battery Safety • PPE • Rescue Equipment • Training • Any Related Products and Services Medical, Health Service and Public Health • Field Hospitals and Equipment • Injectors • Medical Devices • Mobile Mortuary • Pandemic Response • PPE • Radiation Safety • Stop the Bleed • Any Related Products and Services Human Services, Housing, Homelessness and Mental Health • Bottled Water • Decontamination • MRE's • Physical Security/Detection • Portable Housing/Shelters • Shelter in Place • Any Related Products and Services Emergency Management • CERT Equipment • Climate Catastrophe Planning • Emergency Shelter • Flood Response and Detection • Incident Management • LCP Water Filtration • Mobile Command • Any Related Products and Services Public Utilities and Public Works • Bridge and Line Inspection and Safety • Detection • Electrical Safety • PPE • Water Safety • Any Related Products and Services Transit and Transportation • Aviation • Detection • Fall Protection • PPE • Training • Any Related Products and Services Services for Public Safety and Emergency Management Solutions • Product Services • On-Site Training Services • Training • Consulting • Leasing/Financing • Garment Services • Trade-Ins • Any Related Services	*

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

Indicate below if the Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions offered within your proposal are intended for use by the types of entities listed. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Law enforcement and corrections	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
72	Fire, EMS, and Search and Rescue	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
73	Medical, Health Service, and Public Health	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
74	Emergency Management	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
75	Public Utilities and Public Works	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
76	Transit and Transportation	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	
77	Providers of services similar or related to the services described in line items 71 - 76 above	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by all the above categories.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

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

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

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

- Pricing - Safeware_Pricing_080922_2022.8.8.zip - Monday August 08, 2022 15:22:25
- Financial Strength and Stability - FinStrength_12.Safeware_FinState2021.pdf - Monday August 08, 2022 15:45:06
- Marketing Plan/Samples - Marketing Plan Documents.zip - Friday August 05, 2022 09:12:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Thursday August 04, 2022 14:03:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mary Pelfrey, Executive Director, Safeware, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu August 4 2022 10:54 AM	☑	1
Addendum_10_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon August 1 2022 04:32 PM	☑	2
Addendum_9_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 28 2022 04:03 PM	☑	1
Addendum_8_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 27 2022 10:43 AM	☑	1
Addendum_6_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 21 2022 04:32 PM	☑	1
Addendum_5_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 14 2022 03:16 PM	☑	1
Addendum_4_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 13 2022 01:21 PM	☑	1
Addendum_3_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon July 11 2022 02:31 PM	☑	1
Addendum_2_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Fri July 8 2022 01:36 PM	☑	1
Addendum_1_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu June 30 2022 01:20 PM	☑	2

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
10039161	
Order Date	Page
07/06/2023 10:21:04	1 of 2

Quote Expires On: 08/05/2023

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 135469

Port Canaveral Maritime Academy
8970 Columbia Road
Cape Canaveral, FL 32920

Ship To:

Port Canaveral Maritime Academy
8970 Columbia Road
Cape Canaveral, FL 32920

321-863-8901

PO Number	*Taker*	*Email*
QUOTE - Project 1779	Nazira Burke	nburke@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	804-236-0579	804-800-4490
Sales Representative		
Heather Boyer		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00 EA			KIR KF-1779-UP	EA	151,685.39	151,685.39
			1.0		Kirila Fire Upgrade	1.0		
					Per SOW (Statement of Work)			
1.00	0.00	1.00 EA			SOURCEWELL PS	EA	0.00	0.00

Order Note: Project 1779 – Port Canaveral Fire Training Facility Upgrades
STATEMENT OF WORK – REV 1
Upgrades of ICS Fire Training System (circa 1998), consisting of:
1. Removal and replacement of PLC and PLC Components
a. Installation of 3 new PLCs and enclosures (Exterior, Bunk, and Engine Room), to allow for independent operation of each area
b. Each panel to have 15” touchscreen for operation
c. New PLC programming as needed for fully functioning system
2. Installation of new Gas Detection system (for 2 burn rooms)
3. Removal of obsolete functionality/components
a. Agent detection system
b. Data Recording/Printing
c. Smoke Generators
4. Reuse of all other Existing Components, including
a. Props and Burners
b. Gas Control Equipment
c. Ventilation Systems
d. Burn Room Linings
e. Utilities
5. Additional Items
a. Up to $2K for replacement gas valves (if needed)
b. Replacement of pilot air blower with separate units for each area

SAFEWARE

QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
10039161	
Order Date	Page
07/06/2023 10:21:04	2 of 2

Quote Expires On: 08/05/2023

Contract No: Sourcewell #080922-SAF PS & EM

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
			1.0		Contract #080922-SAF Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member	1.0		

Total Lines: 2

SUB-TOTAL:	151,685.39
TAX:	0.00
AMOUNT DUE:	**151,685.39**

Actual freight added per freight terms

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of approving Change Order #1 to RUSH Marine, LLC, for the NCB5 Fender Procurement and Installation. Decrease PO P129362 by ($10,000.00) for unused contingency funds. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: During each project, contract modifications are required to keep each project current and to close those projects out that have been completed. The above changes are final or progress changes in scope and costs to keep all contracts current. Staff requests approval of the above change order to deduct unused contingency funds.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of the deductive change order for $10,000 is included in the FY23 Capital Budget. Unused funds are applied to the Contingency line item to help with other items. Project 1560 - Improvements to piers, building and structures

Attachments:

22-015 NCB5 Fender CO#1 Closeout.pdf

CANAVERAL PORT AUTHORITY
NCB5 - Procure & Install Fenders
RUSH Marine, LLC, PN 22-015
CHANGE ORDER # 1

	Contract Total To Date:	**FROM:**	$123,478.00
JL :	1560-22052, PO: P-129362		
Item 1:	Deduct Unused Owner Contingency	**DECREASE**	($10,000.00)
		NEW CONTRACT TOTAL:	$113,478.00

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 20th day of September, 2023.

Inclusion of the Change Order #1 is recommended by:

William E. Crowe, P.E., MScM, PPM, Vice President, Engineering, Construction & Facilities

CANAVERAL PORT AUTHORITY

BY: _____
Kevin P. Markey, Chairman

Attest: _____
Adm. Wayne Justice
Secretary/Treasurer

RUSH Marine, LLC, PN 22-015

BY: Anthony Landry
Anthony Landry (Aug 30, 2023 14:13 EDT)
Title: President, RUSH Marine, LLC

Attest: Shane McCreery
Shane McCreery (Aug 30, 2023 14:23 EDT)
Title: Project Manager, RUSH Marine, LLC

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of authorizing staff to execute an amendment to the Keep Brevard Beautiful (KBB) continuing services contract PUR-RFP-20-1 to increase the frequency of litter and debris removal along S.R. 528 and authorize staff to issue a purchase order to KBB for their FY24 Services with a not-to-exceed amount of $108,000, subject to the second extension of the agreement term and final approval of the FY2024 budget. (Bob Musser/Bill Crowe)
Summary Explanation & Background: Keep Brevard Beautiful (KBB) holds the Canaveral Port Authority (CPA) continuing services contract PUR-RFP-20-1 for removal of invasive vegetation, litter, and debris. In the original contract KBB committed to more days for litter and debris removal along S.R. 528, specifically during the busy weekend days of Saturday, Sunday, and Monday, than was required in the scope of services, through funding provided by the Space Coast Office of Tourism (TDC). This TDC grant is sunsetting at the end of September and the CPA desires to continue the increased frequency of cleanups along S.R. 528 from Banana River Drive, Merritt Island, to S.R. 401 and the George J. King Boulevard exit for the remainder of the contract term ending in February 2025. KBB has agreed to honor the TDC grant amount of $40,000 per year to continue the needed work. In addition, the amendment includes a small increase to the monofilament fishing line tube cleaning and maintenance since KBB is no longer part of the daily Brevard Achievement Center Port cleaning services contract. Approval of a purchase order not-to-exceed $108,000 to KBB for all services outlined in the original and amended agreements, pending final approval of the FY2024 budget and second extension of the agreement term, is also requested.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

1C Cover Page.pdf

KBB--Signed Amended Port Contract.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of authorizing staff to execute an amendment to the Keep Brevard Beautiful (KBB) continuing services contract PUR-RFP-20-1 to increase the frequency of litter and debris removal along S.R. 528 and authorize staff to issue a purchase order to KBB for their FY24 Services with a not-to-exceed amount of $108,000, subject to the second extension of the agreement term and final approval of the FY2024 budget. (Bob Musser/Bill Crowe)
Summary Explanation & Background: Keep Brevard Beautiful (KBB) holds the Canaveral Port Authority (CPA) continuing services contract PUR-RFP-20-1 for removal of invasive vegetation, litter, and debris. In the original contract KBB committed to more days for litter and debris removal along S.R. 528, specifically during the busy weekend days of Saturday, Sunday, and Monday, than was required in the scope of services, through funding provided by the Space Coast Office of Tourism (TDC). This TDC grant is sunsetting at the end of September and the CPA desires to continue the increased frequency of cleanups along S.R. 528 from Banana River Drive, Merritt Island, to S.R. 401 and the George J. King Boulevard exit for the remainder of the contract term ending in February 2025. KBB has agreed to honor the TDC grant amount of $40,000 per year to continue the needed work. In addition, the amendment includes a small increase to the monofilament fishing line tube cleaning and maintenance since KBB is no longer part of the daily Brevard Achievement Center Port cleaning services contract. Approval of a purchase order not-to-exceed $108,000 to KBB for all services outlined in the original and amended agreements, pending final approval of the FY2024 budget and second extension of the agreement term, is also requested.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

KBB--Signed Amended Port Contract.pdf

FIRST AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR REMOVAL OF INVASIVE VEGETATION, LITTER, AND DEBRIS

This FIRST AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR REMOVAL OF INVASIVE VEGETATION, LITTER, AND DEBRIS (this "**Amendment**") is entered into, executed and delivered as of the date last signed below by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (hereinafter referred to as "**CPA**") and **KEEP BREVARD BEAUTIFUL, INC.**, a Florida non-profit corporation (hereinafter referred to as the "**Company**"). CPA and Company are at times hereinafter referred to respectively as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, CPA and Company are parties to that certain Continuing Contract for Professional Services for Removal of Invasive Vegetation, Litter, and Debris with an Effective Date of February 26, 2020 (the "**Agreement**");

WHEREAS, the Parties desire to amend the Agreement as provided herein; and

WHEREAS, any term not otherwise defined herein, shall have the meaning as set forth in the Agreement.

NOW, THEREFORE, the Parties, for and in consideration of the provisions, mutual promises, covenants and conditions herein, agree as follows:

1. Recitals. The Parties hereby acknowledge the accuracy of the above recitals and incorporate same as substantive provisions of this Amendment.

2. Effective Date: This Amendment shall be effective as of October 1, 2023 (the "**Effective Date**").

3. Scope of Services. Effective as of the Effective Date, the frequency and schedule of Landside Litter Removal cleanups as provided in the Services more particularly described in Exhibit A of the Agreement is hereby replaced with the following:

A. Landside Litter Removal

1. Provide cleanups along both sides of the shoreline and right-of-way of S.R. 528 from Banana River Drive, Merritt Island, to S.R. 401 and the George J. King Boulevard exit, with monthly reporting, at a minimum to include:
   a. Weekly – Saturday, Sunday, and Monday; for a total of 221 cleanups, 158 in FY24 (Oct. 1, 2023 – Sept. 30, 2024) and 63 cleanups in partial FY25 (Oct. 1, 2024 – the end of the Term on Feb. 25, 2025), subject to authorization of the 2nd extension of the Agreement Term.

4. Fee Schedule. Effective as of the Effective Date, the Fee Schedule set forth in Exhibit B of the Agreement with respect to the Landside Litter Removal and emptying of monofilament tubes only is hereby replaced with the following:

REMOVAL OF LITTER & DEBRIS ONLY

Description	Cost per Cleanup	# of Cleanups	Cost
Landside Litter Removal (FY24)	$253.17	158*	$40,000.86
Landside Litter Removal (partial FY25)	$253.17	63*	$15,949.71
Monofilament Tubes (FY24)	$80	10*	$800
Monofilament Tubes (partial FY25)	$80	4*	$320
Monthly Reporting (FY24 and partial FY25)	$50.00 per report	17 reports*	$850.00

*subject to authorization of the 2nd extension of the Agreement Term

5. No Other Modifications. Except as hereby amended, no other term, condition or provision of the Agreement shall be deemed modified or amended. From and after the date hereof, all references in the Agreement, and any other document or instrument entered into in connection therewith, to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment. The Agreement is amended only to the extent set out in this Amendment. In all other respects, the existing terms and conditions of the Agreement shall remain in full force and effect.

6. Counterparts; Signatures. This Amendment may be executed in one or more counterpart copies, each of which constitutes an original, but all which, when taken together, shall constitute one Agreement binding upon all of the Parties hereto. Each person signing on behalf of the Parties below represent and warrant they have full authority to enter this Amendment on behalf of the respective Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date last signed below.

Witness:

"CPA"
CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida

Print Name:

Captain John W. Murray
Port Director and CEO
Date:

Witness:

"COMPANY"
KEEP BREVARD BEAUTIFUL, INC.,
a Florida non-profit corporation,

Print Name:
Kristina Fannin

Print Name: TAMMIE LIZON
Title: INTERIM EXECUTIVE DIRECTOR
Date: Sept. 7, 2023

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of authorizing Staff to negotiation a cost proposal for the new cruise terminal berth Engineering Design, Permitting, Bidding, and Construction Administration Services project with Jacobs Engineering Group, Inc. It is anticipated that the cost proposal will be presented to the Board on the October commission meeting for approval once negotiation is complete. (Patrick Hammond/Bill Crowe)

Summary Explanation & Background:

In preparation for the Port's next new cruise terminal, Terminal 4, Port Staff solicited for the design and permitting services related to the future waterside construction. This waterside construction includes demolition of existing structures, construction of a new berth wall, and substantial dredging. These waterside activities require extensive design and permitting efforts which include long schedule durations for data collection, processing, review, and approvals (approval from various state and federal agencies).

PUR-RFQ-23-6 documents were published on July 17, July 24, and July 31, 2023. Two responses to the RFQ were received. The selection committee met on September 5, 2023, and the selection committee is recommending an award to Jacobs Engineering Group, Inc. Based on recommendations from the selection committee no presentations were needed. With approval of this item staff will begin the negotiations on the cost proposal.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	There is no current effect on the FY24 Capital Budget from this item. When the cost proposal is presented, the item will be reviewed for Capital Budget impact.

Attachments:

1D Cover Pagae.pdf

PUR-RFP-23-6 Selection Committee Evaluation & Ranking Sheet.pdf

PUR-RFQ-23-6 Evaluation Scoring-Pub Rel.pdf

PUR-RFQ-23-6 Solicitation Summary.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of authorizing Staff to negotiation a cost proposal for the new cruise terminal berth Engineering Design, Permitting, Bidding, and Construction Administration Services project with Jacobs Engineering Group, Inc. It is anticipated that the cost proposal will be presented to the Board on the October commission meeting for approval once negotiation is complete. (Patrick Hammond/Bill Crowe)

Summary Explanation & Background:

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PUR-RFQ-23-6 documents were published on July 17, July 24, and July 31, 2023. Two responses to the RFQ were received. The selection committee met on September 5, 2023, and the selection committee is recommending an award to Jacobs Engineering Group, Inc. Based on recommendations from the selection committee no presentations were needed. With approval of this item staff will begin the negotiations on the cost proposal.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	There is no current effect on the FY24 Capital Budget from this item. When the cost proposal is presented, the item will be reviewed for Capital Budget impact.

Attachments:

PUR-RFP-23-6 Selection Committee Evaluation & Ranking Sheet.pdf

PUR-RFQ-23-6 Evaluation Scoring-Pub Rel.pdf

PUR-RFQ-23-6 Solicitation Summary.pdf

CANAVERAL PORT AUTHORITY
SELECTION COMMITTEE EVALUATION & RANKING/SELECTIONS

==========

PROJECT: **PUR-RFP-23-6**
Terminal 4 Berth Waterside
Engineering Design and Permitting
Services

Selection Committee Meeting Date & Time: **September 5, 2023**
2:00 PM

==========

COMPANY	RANKING/SELECTIONS
Jacobs Engineering Group – Cape Canaveral, FL	1
GHD Services, Inc – Tampa, FL	2

THE SELECTION COMMITTEE UNANIMOUSLY AGREED TO WAIVE PRESENTATIONS AND PROCEED DIRECTLY TO AWARD.

THIS RANKING WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY BOARD OF COMMISSIONERS FOR APPROVAL AT THEIR REGULARLY SCHEDULED MEETING ON SEPTEMBER 20, 2023**.**

POSTED: DATE September 6, 2023 TIME 4:00 PM BY Karen Pappas, Director Procurement

****

APPROVED BY THE CANAVERAL PORT AUTHORITY

POSTED: DATE _____ TIME _____ BY _____

Canaveral Port Authority
PUR-RFQ-23-6 Terminal 4 Berth Waterside Engineering Design and Permitting Services
Proposal Scoring Summary

Alphabetical Order	Proposing Firms	
	GHD Services, Inc Tampa, FL	Jacobs Engineering Group Cape Canaveral, FL
Evaluator #1	84	97
Evaluator #2	70	93
Evaluator #3	72	97
Evaluator #4	80	96
Evaluator #5	97	100
Total	403	483
Ave	80.60	96.60
Rank	2	1

Rank Order	Proposing Firms	
	Jacobs Engineering Group Cape Canaveral, FL	GHD Services, Inc Tampa, FL
Evaluator #1	97	84
Evaluator #2	93	70
Evaluator #3	97	72
Evaluator #4	96	80
Evaluator #5	100	97
Total	483	403
Ave	96.60	80.60
Rank	1	2

Canaveral Port Authority
PUR-RFQ-23-6 Terminal 4 Berth Waterside Engineering Design and Permitting Services
Proposal Scoring Detail

Evaluator #1		**Proposing Firm**	
Selection Criteria	Maximum Points	GHD Services, Inc Tampa, FL	Jacobs Engineering Group Cape Canaveral, FL
Tab 1 - General Information and Table of Contents	Non-scored	Y	Y
Tab 2 - Letter of Introduction	4	4	4
Tab 3 - Qualification Data - Similar Experience	33	29	31
Tab 4 - Regulatory Knowledge and Methodology	15	10	14
Tab 5 - Not Used	0	0	0
Tab 6 - Consultants	15	12	15
Tab 7 - Current Workload	8	8	8
Tab 8 - Organizational Chart	3	3	3
Tab 9 - Resumes	12	10	12
Tab10 - Licenses	1	1	1
Tab 11 - References	8	6	8
Tab 12 - Litigation	1	1	1
Tab 13 - Insurance	Non-scored	Y	Y
Tab 14 - Business Structure	Non-scored	Y	Y
Tab 15 - Non-Collusion Clause	Non-scored	Y	Y
Tab 16 - Public Entity Crimes	Non-scored	Y	Y
Tab 17 - Conflict of Interest Disclosure Form	Non-scored	Y	Y
Tab 18 - Certificate Regarding Debarment	Non-scored	Y	Y
Tab 19 - WOTC & WTW	Non-scored	Y	Y
Tab 20 - Certified Minority Business Enterprise	Non-scored	Y	Y
Tab 21 - Financial Statement	Non-scored	Y	Y
TOTAL POINTS	100	84	97

Evaluator #2		**Proposing Firm**	
Selection Criteria	Maximum Points	GHD Services, Inc Tampa, FL	Jacobs Engineering Group Cape Canaveral, FL
Tab 1 - General Information and Table of Contents	Non-scored	Y	Y
Tab 2 - Letter of Introduction	4	4	4
Tab 3 - Qualification Data - Similar Experience	33	21	33
Tab 4 - Regulatory Knowledge and Methodology	15	6	11
Tab 5 - Not Used	0	0	0
Tab 6 - Consultants	15	11	13
Tab 7 - Current Workload	8	7	7
Tab 8 - Organizational Chart	3	3	3
Tab 9 - Resumes	12	12	12
Tab10 - Licenses	1	1	1
Tab 11 - References	8	4	8
Tab 12 - Litigation	1	1	1
Tab 13 - Insurance	Non-scored	COI does not meet requirements*	Y
Tab 14 - Business Structure	Non-scored	Y	Y
Tab 15 - Non-Collusion Clause	Non-scored	Y	Y
Tab 16 - Public Entity Crimes	Non-scored	Y	Y
Tab 17 - Conflict of Interest Disclosure Form	Non-scored	Y	Y
Tab 18 - Certificate Regarding Debarment	Non-scored	Y	Y
Tab 19 - WOTC & WTW	Non-scored	Form not signed*	Y
Tab 20 - Certified Minority Business Enterprise	Non-scored	Y	Y
Tab 21 - Financial Statement	Non-scored	Y	Y
TOTAL POINTS	100	70	93

Evaluator #3		**Proposing Firm**	
Selection Criteria	Maximum Points	GHD Services, Inc Tampa, FL	Jacobs Engineering Group Cape Canaveral, FL
Tab 1 - General Information and Table of Contents	Non-scored	Y	Y
Tab 2 - Letter of Introduction	4	4	4
Tab 3 - Qualification Data - Similar Experience	33	24	31
Tab 4 - Regulatory Knowledge and Methodology	15	10	15
Tab 5 - Not Used	0	0	0
Tab 6 - Consultants	15	10	14
Tab 7 - Current Workload	8	6	8
Tab 8 - Organizational Chart	3	3	3
Tab 9 - Resumes	12	8	12
Tab10 - Licenses	1	1	1
Tab 11 - References	8	5	8
Tab 12 - Litigation	1	1	1
Tab 13 - Insurance	Non-scored	COI does not meet requirements*	COI does not meet requirements*
Tab 14 - Business Structure	Non-scored	Y	Y
Tab 15 - Non-Collusion Clause	Non-scored	Y	Y
Tab 16 - Public Entity Crimes	Non-scored	Y	Y
Tab 17 - Conflict of Interest Disclosure Form	Non-scored	Y	Y
Tab 18 - Certificate Regarding Debarment	Non-scored	Y	Y
Tab 19 - WOTC & WTW	Non-scored	Y	Y
Tab 20 - Certified Minority Business Enterprise	Non-scored	Y	Y
Tab 21 - Financial Statement	Non-scored	Y	Y
TOTAL POINTS	100	72	97

Evaluator #4		**Proposing Firm**	
Selection Criteria	Maximum Points	GHD Services, Inc Tampa, FL	Jacobs Engineering Group Cape Canaveral, FL
Tab 1 - General Information and Table of Contents	Non-scored	Y	Y
Tab 2 - Letter of Introduction	4	4	4
Tab 3 - Qualification Data - Similar Experience	33	27	32
Tab 4 - Regulatory Knowledge and Methodology	15	10	15
Tab 5 - Not Used	0	0	0
Tab 6 - Consultants	15	12	12
Tab 7 - Current Workload	8	7	8
Tab 8 - Organizational Chart	3	2	3
Tab 9 - Resumes	12	11	12
Tab10 - Licenses	1	1	1
Tab 11 - References	8	5	8
Tab 12 - Litigation	1	1	1
Tab 13 - Insurance	Non-scored	Y	Y
Tab 14 - Business Structure	Non-scored	Y	Y
Tab 15 - Non-Collusion Clause	Non-scored	Y	Y
Tab 16 - Public Entity Crimes	Non-scored	Y	Y
Tab 17 - Conflict of Interest Disclosure Form	Non-scored	Y	Y
Tab 18 - Certificate Regarding Debarment	Non-scored	Y	Y
Tab 19 - WOTC & WTW	Non-scored	Y	Y
Tab 20 - Certified Minority Business Enterprise	Non-scored	Y	Y
Tab 21 - Financial Statement	Non-scored	Y	Y
TOTAL POINTS	100	80	96

Evaluator #5		**Proposing Firm**	
Selection Criteria	Maximum Points	GHD Services, Inc Tampa, FL	Jacobs Engineering Group Cape Canaveral, FL
Tab 1 - General Information and Table of Contents	Non-scored	Y	Y
Tab 2 - Letter of Introduction	4	4	4
Tab 3 - Qualification Data - Similar Experience	33	33	33
Tab 4 - Regulatory Knowledge and Methodology	15	13	15
Tab 5 - Not Used	0	0	0
Tab 6 - Consultants	15	15	15
Tab 7 - Current Workload	8	7	8
Tab 8 - Organizational Chart	3	3	3
Tab 9 - Resumes	12	12	12
Tab10 - Licenses	1	1	1
Tab 11 - References	8	8	8
Tab 12 - Litigation	1	1	1
Tab 13 - Insurance	Non-scored	Y	Y
Tab 14 - Business Structure	Non-scored	Y	Y
Tab 15 - Non-Collusion Clause	Non-scored	Y	Y
Tab 16 - Public Entity Crimes	Non-scored	Y	Y
Tab 17 - Conflict of Interest Disclosure Form	Non-scored	Y	Y
Tab 18 - Certificate Regarding Debarment	Non-scored	Y	Y
Tab 19 - WOTC & WTW	Non-scored	Y	Y
Tab 20 - Certified Minority Business Enterprise	Non-scored	Y	Y
Tab 21 - Financial Statement	Non-scored	Y	Y
TOTAL POINTS	100	97	100

** All exceptions noted were unanimously waived by the selection committee for scoring purposes.*

CANVERAL PORT AUTHORITY
SOLICITATION SUMMARY

Solicitation Number & Name:

PUR-RFQ-23-6 Terminal 4 Berth Waterside Engineering Design and Permitting Services

Advertising:

Florida Today newspaper, Brevard edition: July 17, 24 & 31, 2023

Posted to Website (http://www.portcanaveral.com/Business-With-Us/Current-Solicitations):

July 18, 2023

Posted to VendorLink.com (CPA bidding portal):

July 18, 2023

Vendors Notified Via VendorLink of Solicitation Release

2,233

VendorLink Registered Planholders: (vendors who downloaded the solicitation documents)

56

Bids/Proposals Received:

2

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.E
Department:	Engineering
Requested Action:	Consideration of approving a purchase order for Jacobs Engineering Group, Inc., for FY24 General Engineering Services, pursuant to their continuing contract PUR-RFQ-19-2, subject to approval of the FY24 budget with a not-to-exceed amount of $200,000. (Tom Foxhoven/Bill Crowe)

Summary Explanation & Background:

Jacobs was awarded an Engineering Services Continuing Contract, PUR-RFQ-19-2, on May 22, 2019, for general engineering support. Jacobs Engineering Group, Inc., has provided quality support and staffing to meet the Port's routine day-to-day needs. Funding in the Engineering Operating Budget for FY24 is $200,000, pending budget approval. As a new task is identified, Jacobs prepares a proposal with a with a not-to-exceed value based on the contract approved rates. Tasks performed on this purchase order may include, but are not limited, to the following:

- Provide maps and site plans of CPA facilities, roadways, utilities, right of ways, property easements and boundaries, stormwater systems, and hydrographic surveys.
- Perform minor field investigations. Perform minor planning of alterations to CPA facilities or new facilities, including preliminary estimates of construction, engineering and permitting costs.
- Provide graphical displays for staff and commission meetings.
- When requested by CPA staff, attend, and be prepared to present findings at CPA commission meetings.
- Attend bi-weekly meetings outlining progress on all open Engineering Orders.
- Review Crane Requests and coordinate the crane database.
- Perform pier damage site observations, assessments, and letter reports, including repair cost estimates.
- Provide mooring layouts of cruise and cargo vessels.
- Provide maps and site plans of cargo and cruise operations.
- Perform minor permit modification applications and sketches to existing permits.
- Perform routine monitoring of existing permits by maintaining contact with state and federal permit agencies. Perform minor research on permit issues.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

1E Cover Page.pdf

Gen Eng FY 2024 Proposal v3 8-31-23 Jacobs Executed.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.E
Department:	Engineering
Requested Action:	Consideration of approving a purchase order for Jacobs Engineering Group, Inc., for FY24 General Engineering Services, pursuant to their continuing contract PUR-RFQ-19-2, subject to approval of the FY24 budget with a not-to-exceed amount of $200,000. (Tom Foxhoven/Bill Crowe)

Summary Explanation & Background:

Jacobs was awarded an Engineering Services Continuing Contract, PUR-RFQ-19-2, on May 22, 2019, for general engineering support. Jacobs Engineering Group, Inc., has provided quality support and staffing to meet the Port's routine day-to-day needs. Funding in the Engineering Operating Budget for FY24 is $200,000, pending budget approval. As a new task is identified, Jacobs prepares a proposal with a with a not-to-exceed value based on the contract approved rates. Tasks performed on this purchase order may include, but are not limited, to the following:

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- Perform minor permit modification applications and sketches to existing permits.
- Perform routine monitoring of existing permits by maintaining contact with state and federal permit agencies. Perform minor research on permit issues.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

Gen Eng FY 2024 Proposal v3 8-31-23 Jacobs Executed.pdf

Jacobs

August 31, 2023

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

Attn: Mr. Bill Crowe, P.E.
Vice President, Engineering, Construction and Facilities

Re:24CPA001: General Engineering Support (FY 2024) – Proposal

Within the scope of the May 22, 2019, General Engineering Services Contract, Jacobs (Consultant) is pleased to submit the following proposal for professional services in connection with General Engineering Support during the Canaveral Port Authority (CPA) fiscal year 2024.

Scope of Services

General Engineering Services

The scope of services for construction administration support is outlined below:

1. Provide maps and site plans of CPA facilities, roadways, utilities, right of ways, property easements and boundaries, stormwater systems, and hydrographic surveys. Landside (topographic) and waterside (hydrographic) surveys will be performed by others.
2. Perform minor field investigations.
3. Perform minor planning of alterations to CPA facilities or new facilities, including preliminary estimates of construction, engineering and permitting costs.
4. Provide graphical displays for staff and commission meetings.
5. Attend and be prepared to present findings at CPA commission meetings.
6. Attend weekly meetings outlining progress on all open Engineering Orders.
7. Review crane operation requests and coordinate the crane database.
8. Perform pier damage site observations, assessments, and letter reports, including repair cost estimates.
9. Provide mooring layouts of cruise and cargo vessels.
10. Provide maps and site plans of cargo and cruise operations.
11. Perform minor permit modification applications and sketches to existing permits.
12. Perform routine monitoring of existing permits by maintaining contact with state and federal permit agencies.
13. Perform minor research on permit issues.

Jacobs

Project Schedule

The project will begin upon receipt of notice to proceed from the CPA. The notice to proceed will be construed as a signed work order as well as issuance of a purchase order. It is anticipated that work within the scope for this task order will be provided throughout CPA's fiscal year 2024.

Price

Jacobs shall be paid on a cost basis as follows: $200,000 (not-to-exceed amount). Monthly invoices will be submitted based on the approved professional rates at the time services are rendered. Approved expenses will be reimbursed at cost.

Terms and Conditions

The services enumerated in this proposal will be performed under the terms and conditions of the May 22, 2019 General Engineering Services Contract between CPA and Jacobs Engineering Group, Inc. and the following terms and conditions:

Opinions of Cost

In providing opinions of cost and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs or schedule. Therefore, Jacobs makes no warranty CPA's actual project cost or schedule will not vary from Jacobs' opinions or estimates. If the Port wishes greater assurance as to any element of project cost or schedule, the Port will employ an independent cost estimator, contractor, or other appropriate advisor.

Services During Construction

The following terms apply for all services during the construction for this project:

The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs's personnel in any way responsible for those duties that belong to CPA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

Jacobs

Acceptance of Proposal

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Port in the space provided below. One signed copy of this proposal returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this proposal not be accepted within a period of sixty (60) days from the above date, it shall become null and void.



August 31, 2023

_____ _____

Marco Barbarossa, P.E. Date
Manager of Projects
Jacobs

Accepted By:

CANAVERAL PORT AUTHORITY

_____ _____

Bill Crowe, P.E., P.P.M. Date
Vice President - Engineering, Construction and Facilities

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.F
Department:	Engineering
Requested Action:	Consideration of approving a purchase order to RUSH Marine, LLC, pursuant to their continuing contract PUR-RFQ-23-2, for the installation of the Mobile Harbor Crane (MHC) and Passenger Boarding Bridge (PBB) tie-downs, with a not to exceed amount of $1,684,707.00. (Tom Foxhoven/Bill Crowe)
Summary Explanation & Background: The tie-downs are needed to ensure that the equipment can be safely secured during inclement weather.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $1,684,707 is included in the Fy24 Capital Budget. No change is required. Project 2279 - CT Pax Bridge Renovation

Attachments:

1F Cover Page.pdf

MHC and PBB Tie Downs--RUSH Marine 09-5-2023.pdf

PBB-MHC Exhibit.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.F
Department:	Engineering
Requested Action:	Consideration of approving a purchase order to RUSH Marine, LLC, pursuant to their continuing contract PUR-RFQ-23-2, for the installation of the Mobile Harbor Crane (MHC) and Passenger Boarding Bridge (PBB) tie-downs, with a not to exceed amount of $1,684,707.00. (Tom Foxhoven/Bill Crowe)
Summary Explanation & Background: The tie-downs are needed to ensure that the equipment can be safely secured during inclement weather.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $1,684,707 is included in the Fy24 Capital Budget. No change is required. Project 2279 - CT Pax Bridge Renovation

Attachments:

MHC and PBB Tie Downs--RUSH Marine 09-5-2023.pdf

PBB-MHC Exhibit.pdf

9/05/2023

Mr. Tom Foxhoven
Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

RE: Waterside Construction Management at Risk Services for
Continuing Services Contract PUR-RFQ-23-2

Subject: Price Proposal – Mobile Harbor Crane "MHC" and Passenger Boarding Bridge "PBB" Tie Downs

Mr. Foxhoven

Per CPA's request, and in accordance with the terms and conditions of the waterside construction continuing services contract PUR-RFQ-23-2, and the bid documents and drawings dated May 22, 2023, RUSH Marine LLC. is pleased to provide this proposal for the MHC and PBB tie down project. RUSH Marine has considered an alternate concrete mix design and reduced the owner contingency to reduce the overall cost for RM to self-perform the required scope of work. The scope of work **included** is as follows:

Item 1: All work shown on drawings entitled "Mobile Harbor Crane Tie-Downs at NCB 5 and NCB 8

- RUSH Marine will provide all labor, materials, and equipment for the required work.
- Perform the demolition as required to construct the reinforced tie down structures as shown in the Mobile Harbor Crane Tie-Down drawings.
- 14 type 1 concrete reinforced tie-down footing structures will be installed at NCB 5 to include 14 steel boxes with shackles
- 14 type 1 concrete reinforced tie-down footing structures will be installed at NCB 8 to include 14 steel boxes with shackles
- 14 type 2 concrete reinforced tie-down footing structures will be installed at NCB 8 to include 14 steel boxes with shackles
- Total of 30 Concrete reinforced footing structures with a total of 42 each steel boxes with shackle tie down points throughout the 30 concrete footers.

The cost associated with Item 1 is in the amount of **$1,028,967.00** (One Million Twenty-Eight Thousand Nine Hundred Sixty-Seven Dollars).

Item 2: **All work shown on drawings entitled "Passenger Boarding Bridges Tie-Downs at CT 5, CT 6, and CT 10**

- RUSH Marine will provide all labor, materials, and equipment for the required work.
- Perform the demolition as required to construct the types A, B, C, & D tie down structures as shown in the Passenger Boarding Bridge Tie-Down drawings.
- Four type A tie-down structures will be installed at CT 10 to include a total 4 steel boxes with shackles which will be anchored through the deck utilizing a steel bracket mounted to the face of the existing concrete cap.
- Two type B tie-down structures will be installed at CT 10 to include a total 2 steel boxes with shackles which will be anchored into the existing deck pile cap utilizing undercut anchors.
- Four type C concrete reinforced tie-down footing structures with 1 each steel box with shackle at each structure located at the CT 5 terminal.
- Eight type C concrete reinforced tie-down footing structures with 1 each steel box with shackle at each structure located at the CT 6 terminal.
- Two type C concrete reinforced tie-down footing structures with 1 each steel box with shackle at each structure located at the CT 10 terminal.

The cost associated with Item 2 is in the amount of **$605,740.00** (Six Hundred Five Thousand Seven Hundred Forty Dollars).

ALLOWANCE as identified in Section 01 21 16:

The cost included in our total price is in the amount of **$50,000.00** (Fifty Thousand Dollars)

Cost Summary:

Total proposed cost for Items 1, 2, and allowance is **$1,684,707.00** (One Million Six Hundred Eighty-Four Thousand Seven Hundred Seven Dollars).

Excluded Items:

- Permits
- Manatee, Mammal, or Endangered Species Observing of any kind.
- Silt fence, Turbidity booms, Testing or water quality testing.
- Lighting management plan
- Builders Risk Insurance is not included

Clarifications:

1. Work will be coordinated with CPA and current tenants at each terminal location to mitigate interruptions to day-to-day operations.
2. All footings will be performed with open cut method to minimize over excavating and flowable fill requirements.
3. The work is anticipated to take approximately 7 months to complete while working 5-day work weeks. Should work commence on October 30, 2023, we anticipate finishing on or around May 24, 2024.
4. The anticipated 7-month duration does not include any unexpected delays beyond the control of RUSH Marine. We have based our estimate off of the ship/vessel schedule provided as part of the specifications. The vessel schedule provided covered the month of July and August 2023. Any significant changes to the vessel schedule may change the anticipated duration to complete the work.

The cost associated with this proposal is valid for 30 days from the date received. If acceptable, please provide a purchase order for the work at your earliest convenience to allow our team to lock in pricing and start procuring materials and fabricating permanent items as required.

The following items are being provided as backup:

1. Cost estimate
2. Rental Equipment Quotes
3. Concrete Quote (pricing included for concrete is the mix design utilized for the A-Frame and Relieving Slab on NCB 3)
4. Steel Box Fabrication Quote
5. Anchor Bolt Quotes
6. Shackle Quote

Please do not hesitate to contact us, should you have any questions, regarding this proposal. We would like to thank you for this opportunity and look forward to working with the CPA staff on this project.

Sincerely,
RUSH MARINE LLC.

Anthony Landry

Digitally signed by Anthony Landry
DN: C=US, E=tlandry@rushinc.com, O="RUSH Marine, LLC", CN=Anthony Landry
Reason: I attest to the accuracy and integrity of this document
Date: 2023.09.05 17:40:16-04'00'

Anthony "Tony" Landry
President – RUSH Marine LLC.

Confidential

Proj: Mobile Harbor Crane and Passenger Boarding Bridge Tie Downs
Location: CANAVERAL PORT AUTHORITY
Continuing Services Contract PUR-RFQ-23-2

SCHEDULE OF VALUES EST TOTAL **$1,684,707**

BID DATE: **9/5/2023**
BID TIME: C.O.B.

RUSH Marine LLC.
6285 Riverfront Center Blvd
Titusville, Fl 32780
M.(813) 393-7375 Tony Landry - tlandry@rushinc.com
P.(321) 267-8100
www.rushinc.com

ENTER O.H. HERE **5.00%** ENTER FEE HERE **5.00%**

TAB	DIVISION OF WORK		COST	O.H.	FEE	BASE BID	Contractor or Subcontractor performing work
	Base Bid Item 1 - Mobile Harbor Crane Tie Downs NCB 5 and 8						
1	GENERAL CONDITIONS		**$203,279**	**$0**	**$0**	**$203,279**	RUSH Marine
2	All work at NCB 5 and 8		**$727,851**	**$36,393**	**$38,212**	**$802,456**	RUSH Marine
	SUBTOTALS		$931,130	$36,393	$38,212	$1,005,735	
	BOND %	0.81%				$8,146	
	INSURANCE %	1.50%				$15,086	
	TOTAL				**TOTAL Amount**	**$1,028,967**	
	Base Bid Item 2 - PBB Tie Downs CT 5, 6, and 10						
1	GENERAL CONDITIONS		**$148,147**	**$0**	**$0**	**$148,147**	RUSH Mairne
2	All work at CT 5, 6 , and 10		**$402,645**	**$20,132**	**$21,139**	**$443,916**	RUSH Mairne
	SUBTOTALS		$550,792	$20,132	$21,139	$592,063	
	BOND %	0.81%				$4,796	
	INSURANCE %	1.50%				$8,881	
	TOTAL				**TOTAL Amount**	**$605,740**	
	ALLOWANCES						
1	ALLOWANCES		**$50,000**	**$0**	**$0**	**$50,000**	RUSH Marine
	SUBTOTALS		$50,000	$0	$0	$50,000	
	BOND %	0.00%				$0	
	INSURANCE %	0.00%				$0	
	TOTAL				**TOTAL Amount**	**$50,000**	
					SUM of Base Bid Item 1, Base Bid Item 2, and Allowances	**$1,684,707**	

RUSH Marine **COST ESTIMATE BREAKDOWN NO. 1** PAGE 1 OF 2

SF

CPA CONTINUING SERVICES TRADE : **GENERAL REQUIREMENTS** **TOTAL : $ 203,279**

Cape Canaveral, FL SCHEDULE: CONTRACT:

Job: **Base Bid Item 1 - Mobile Harbor Crane Tie Downs NCB 5 and 8** WORK: 3.93 MOS 17.02 WKS

LINE NO.	ITEM	UNIT	QTY.	MATER. COST UNIT	MATER. COST TOTAL	LABOR COST HRS.	LABOR COST RATE	LABOR COST TOTAL	OTHER DIR. COST	LINE TOTAL
1	SUPERINTENDENT	WKS	17.02	200.00	3,404	681	103.50	70,484	-	73,888
2	PROJ. MANAGER	WKS	17.02	200.00	3,404	681	101.53	69,142	-	72,546
3	PROJ. EXECUTIVE	WKS	0.0	200.00	-	-	101.53	-	-	-
4	PROJ. ENGINEER	WKS	0.00	200.00	-	-	78.00	-	-	-
5	TRUCKING & FUEL	WKS	17.02	150.00	10,212	-	0.00	-		10,212
6	4 TELEPHONE	MOS	3.93	100.00	1,572	-	0.00	-	-	1,572
7	4 ICE & WATER	WKS	17.02	75.00	1,277	-	20.00	-	-	1,277
8	- TEMP. TOILETS	MOS	1.00	135.00	270	-	0.00	-	-	270
	2	UN								
	SUB TOTALS THIS PAGE				$ 20,139			$ 139,626	$ -	$ 159,765
									VERIFIED TOTAL	$ 159,765

RUSH FORM 102 (1/98): EX

RUSH Marine **COST ESTIMATE BREAKDOWN NO. 1** PAGE 2 OF 2

CPA CONTINUING SERVICES TRADE : **GENERAL REQUIREMENTS** **TOTAL : $ 203,279**

Cape Canaveral, FL 0 SCHEDULE: CONTRACT:

Job: 3.93

LINE NO.	ITEM	UNIT	QTY.	MATER. COST UNIT	MATER. COST TOTAL	LABOR COST HRS.	LABOR COST RATE	LABOR COST TOTAL	OTHER DIR. COST	LINE TOTAL
9	LIVING EXPENSES	MOS	3.93	2,200.00	8,646	-	0.00	-	-	8,646
10	1 SMALL TOOLS &	MHS	5,100	5.00	25,500	-	0.00	-	-	25,500
11	Temporary OFFICE	LOT	3.93	750.00	2,948	-	0.00	-	-	2,948
12	OFFICE Utilities	LOT	3.93	500.00	1,965	-	0.00	-	-	1,965
13	PROGRESS PHOTOS	MOS	3.93	145.00	570	-	0.00	-	-	570
	SUB TOTALS PAGES 1 & 2				$ 59,768			$ 139,626	$ -	$ 199,394
	SALES TAX %			6.5	3,885	PT&I %	0	-		3,885
	TOTALS				$ 63,653			$ 139,626	$ -	$ 203,279
									VERIFIED TOTAL	$ 203,279

RUSH FORM 102 (1/98): EX

Confidential

Project Name: Mobile Harbor Crane

Project LABOR

LABOR	REG TIME	OT TIME	UNIT	REG. RATE	OT RATE	Burdened Labor	
Foreman	680	170	HR	$ 49.25	$ 73.88	$ 46,049.60	
Operator	680	170	HR	$ 61.56	$ 92.34	$ 57,558.60	
Carpenter	680	170	HR	$ 40.32	$ 60.48	$ 37,699.20	
Carpenter	680	170	HR	$ 40.32	$ 60.48	$ 37,699.20	
Carpenter	680	170	HR	$ 40.32	$ 60.48	$ 37,699.20	
Concrete Finisher	680	170	HR	$ 44.58	$ 66.87	$ 41,682.30	
	4080	1020		Total		$ 258,388.10	$ 258,388.10

Survey and Utilitiy Locate

Discription of Task	Quantity		UOM	RATE		Total	
Land and Sea Utility Investigation	15		Day Rate	$ 2,850.00		$ 42,750.00	
Land and Sea Field work CAD	150		HR	$ 95.00		$ 14,250.00	
Land and Sea PLS	30		HR	$ 185.00		$ 5,550.00	
Land and Sea As-builts	5		Day Rate	$ 1,850.00		$ 9,250.00	
Land and Sea CAD	50		HR	$ 95.00		$ 4,750.00	
Land and Sea PLS	10		HR	$ 185.00		$ 1,850.00	
Freight for Equipment	14		HR	$ 750.00		$ 10,500.00	
				Total		$ 88,900.00	$ 88,900.00

Description of Activity: EQUIPMENT and Outside Freight

Description	Monthly Rate		Duration/Months	Total			
10K Telehandler Forklift	$ 3,710.00		3.93	$ 15,455.12			
Welding Machine	$ 689.00		3.93	$ 2,870.24			
Air Compressor	$ 949.00		3.93	$ 3,953.34			
Floor Saw	$ 2,370.00		3.93	$ 9,872.95			
Mini Excavator	$ 3,650.00		3.93	$ 15,205.17			
Skid Steer	$ 3,493.00		3.93	$ 14,551.14			
10 CY Dump Truck	$ 5,300.00		3.93	$ 22,078.74			
15 lb Chipping Hammer	$ 377.00		3.93	$ 1,570.51			
35 lb Chipping Hammer	$ 371.00		3.93	$ 1,545.51			
90 lb Chipping Hammer	$ 419.00		3.93	$ 1,745.47			
Grout Mixer	$ 1,500.00		0.00	$ -			
							$ 88,848.19
			TOTAL	$ 88,848.19			

Description of Activity: TEMPORARY / PERMANENAT MATERIALS

Description	Quantity	Days	UOM	Rate	Taxes	Total	
Steel Boxes	42		EA	$ 1,634.87	$ 4,119.87	$ 72,784.41	
Hardware (Bolts, Nuts and Washers)	84		EA	$ 115.00	$ 579.60	$ 10,239.60	
Galvanizing for Steel Boxes (280lbs x .46 cents/LB plus 7%)	42		EA	$ 5,788.27	$ 347.30	$ 6,135.57	
Concrete for Footers	684		CY	$ 220.00	$ 9,028.80	$ 159,508.80	
Reinforcing Steel	16		Tons	$ 1,400.00	$ 1,344.00	$ 23,744.00	
Barricades	20		EA	$ 273.00	$ 327.60	$ 5,787.60	
Fuel	85	30	2550	$ 5.00	$ 765.00	$ 13,515.00	
				TOTAL		$ 291,714.98	$ 291,714.98

Total Cost	$ 727,851.27

Confidential

RUSH Marine **COST ESTIMATE BREAKDOWN NO. 1** PAGE 1 OF 2

SF

CPA CONTINUING SERVICES TRADE : **GENERAL REQUIREMENTS** **TOTAL : $ 148,147**

Cape Canaveral, FL SCHEDULE: CONTRACT:

Job: **Base Bid Item 2 - Passenger Boarding Bridge Tie Downs** WORK: 2.86 MOS 12.38 WKS

LINE NO.	ITEM	UNIT	QTY.	MATER. COST UNIT	MATER. COST TOTAL	LABOR COST HRS.	LABOR COST RATE	LABOR COST TOTAL	OTHER DIR. COST	LINE TOTAL
1	SUPERINTENDENT	WKS	12.38	200.00	2,476	495	103.50	51,233	-	53,709
2	PROJ. MANAGER	WKS	12.38	200.00	2,476	495	101.53	50,257	-	52,733
3	PROJ. EXECUTIVE	WKS	0.0	200.00	-	-	101.53	-	-	-
4	PROJ. ENGINEER	WKS	1.11	115.00	128	44	78.00	3,432	-	3,560
5	TRUCKING & FUEL	WKS	12.38	150.00	7,428	-	0.00	-		7,428
4										
6	TELEPHONE	MOS	2.86	100.00	1,144	-	0.00	-	-	1,144
4										
7	ICE & WATER	WKS	12.38	75.00	929	-	20.00	-	-	929
				-						
8	TEMP. TOILETS	MOS	1.00	135.00	270	-	0.00	-	-	270
2		UN								
	SUB TOTALS THIS PAGE				$ 14,851			$ 104,922	$ -	$ 119,773
									VERIFIED TOTAL	$ 119,773

RUSH FORM 102 (1/98): EX

RUSH Marine **COST ESTIMATE BREAKDOWN NO. 1** PAGE 2 OF 2

CPA CONTINUING SERVICES TRADE : **GENERAL REQUIREMENTS** **TOTAL : $ 148,147**

Cape Canaveral, FL 0 SCHEDULE: CONTRACT:

Job: 2.86

LINE NO.	ITEM	UNIT	QTY.	MATER. COST UNIT	MATER. COST TOTAL	LABOR COST HRS.	LABOR COST RATE	LABOR COST TOTAL	OTHER DIR. COST	LINE TOTAL
9	LIVING EXPENSES	MOS	2.86	2,200.00	6,292	-	0.00	-	-	6,292
1										
10	SMALL TOOLS &	MHS	3,100	5.00	15,500	-	0.00	-	-	15,500
11	Temporary OFFICE	LOT	2.86	750.00	2,145	-	0.00	-	-	2,145
12	OFFICE Utilities	LOT	2.86	500.00	1,430	-	0.00	-	-	1,430
13	PROGRESS PHOTOS	MOS	2.86	129.00	369	-	0.00	-	-	369
	SUB TOTALS PAGES 1 & 2				$ 40,587			$ 104,922	$ -	$ 145,509
	SALES TAX %			6.5	2,638	PT&I %	0	-		2,638
				TOTALS	$ 43,225			$ 104,922	$ -	$ 148,147
									VERIFIED TOTAL	$ 148,147

RUSH FORM 102 (1/98): EX

Confidential

Project Name: Passenger Boarding Bridge Tie Downs

Project LABOR- Mob-Demob Sites

LABOR	REG TIME	OT TIME	UNIT	REG. RATE	OT RATE	Burdened Labor	
Foreman	496	124	HR	$ 49.25	$ 73.88	$ 33,589.12	
Operator	496	124	HR	$ 61.56	$ 92.34	$ 41,983.92	
Carpenter	496	124	HR	$ 40.32	$ 60.48	$ 27,498.24	
Carpenter	496	124	HR	$ 40.32	$ 60.48	$ 27,498.24	
Concrete Finisher	496	124	HR	$ 44.58	$ 66.87	$ 30,403.56	
	2480	620		Total		$ 160,973.08	$ 160,973.08

Survey and Utilitiy Locate

Discription of Task	Quantity		UOM	RATE		Total	
Land and Sea Utility Investigation	3		Day Rate	$ 2,850.00		$ 8,550.00	
Land and Sea Field work CAD	30		HR	95		$ 2,850.00	
Land and Sea PLS	10		HR	185		$ 1,850.00	
Land and Sea As-builts	3		Day Rate	1850		$ 5,550.00	
Land and Sea CAD	30		HR	95		$ 2,850.00	
Land and Sea PLS	10		HR	185		$ 1,850.00	
Freight for Equipment	6		HR	750		$ 4,500.00	
				Total		$ 28,000.00	$ 28,000.00

Description of Activity: EQUIPMENT and Outside Freight

Description	Monthly Rate		Duration/Months	Total			
Jon Boat	$ 1,590.00		2.86	$ 4,820.24			
10K Telehandler Forklift	$ 3,710.00		2.86	$ 11,247.24			
Welding Machine	$ 689.00		2.86	$ 2,088.77			
Air Compressor	$ 949.00		2.86	$ 2,876.99			
Floor Saw	$ 2,370.00		2.86	$ 7,184.89			
Mini Excavator	$ 3,650.00		2.86	$ 11,065.34			
Skid Steer	$ 3,493.00		2.86	$ 10,589.38			
10 CY Dump Truck	$ 5,300.00		2.86	$ 16,067.48			
15 lb Chipping Hammer	$ 377.00		2.86	$ 1,142.91			
35 lb Chipping Hammer	$ 371.00		2.86	$ 1,124.72			
90 lb Chipping Hammer	$ 419.00		2.86	$ 1,270.24			
Grout Mixer	$ 1,500.00		2.86	$ 4,547.40			
							$ 74,025.60
			TOTAL	$ 74,025.60			

Description of Activity: TEMPORARY / PERMANENAT MATERIALS

Description	Quantity		UOM	Rate	Taxes	Total	
Steel Boxes	24		EA	$ 1,634.87	$ 2,354.21	$ 41,591.09	
Galvanizing for Steel Boxes (280 x .46 cents/LB plus 7%)	24		EA	$ 3,307.58	$ 198.45	$ 3,506.03	
Hardware (Bolts, Nuts and Washers)	8		EA	$ 80.75	$ 38.76	$ 684.76	
Hardware (Bolts, Nuts and Washers)	28		EA	$ 73.94	$ 124.22	$ 2,194.54	
Undercut Anchors	4		EA	$ 923.70	$ 221.69	$ 3,916.49	
Undercut Anchors	8		EA	$ 989.54	$ 474.98	$ 8,391.30	
Concrete for Footers	137		CY	$ 220.00	$ 1,808.40	$ 31,948.40	
Reinforcing Steel	16		Tons	$ 1,400.00	$ 1,344.00	$ 23,744.00	
Barricades	20		EA	$ 273.00	$ 327.60	$ 5,787.60	
Non Shrink Grout	120		Bags	$ 16.00	$ 115.20	$ 2,035.20	
Hilti KWIK Bolts	8		EA	$ 800.00	$ 384.00	$ 6,784.00	
Fuel	57	30	1710	$ 5.00	$ 513.00	$ 9,063.00	
					$ -	$ -	
				TOTAL		$ 139,646.41	$ 139,646.41

Total Cost	$ 402,645.09

PC#: 1026
740 MULLET RD
CAPE CANAVERAL, FL 32920 4504
321-613-9118

SUNBELT RENTALS, INC.

Salesman: 102603 BOWSER, ZACHARY (102
Typed By: MSPORDER

Job Site:
RUSH MARINE
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780 8040

C#: 321-267-8100 J#: 321-267-8100

Customer: 942592
RUSH MARINE
6285 VECTOR SPACE BLVD
TITUSVILLE, FL 32780

QUOTE

Contract #.. 142697237
Contract dt. 8/01/23
Date out.... 8/07/23 8:00 AM
Est return.. 9/04/23 8:00 AM
Job Loc..... 6285 VECTORSPACE BLVD, TITUSVILL
Job No..... 2 - RUSH MARINE - RU
P.O. #..... CAPE CANAVERAL- BIDDING
Ordered By.. LOPEZ, ALVIN
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	185CFM 125PSI DIESEL AIR COMPR 0010030	175.00	175.00	550.00	895.00	895.00
2.00	15 LB AIR HAMMER 0020005	60.00	60.00	120.00	355.00	710.00
2.00	35 LB AIR HAMMER 0020015	71.00	71.00	155.00	350.00	700.00
2.00	90 LB AIR HAMMER 0020025	84.00	84.00	225.00	395.00	790.00
1.00	74HP FLOOR SAW DIESEL 20" - 36 0200540	335.00	335.00	865.00	2235.00	2235.00
1.00	250 AMP CC/CV GAS WELDER 0270050	135.00	135.00	345.00	650.00	650.00
1.00	18,500LB MINI EXCAVATOR CAB 0350180	650.00	650.00	1945.00	3444.00	3444.00
1.00	2100-2800LB TRACK SKIDSTEER 0480630	490.00	490.00	1595.00	3295.00	3295.00
1.00	10 YARD DUMP TRUCK 1110037	475.00	475.00	1665.00	5000.00	5000.00
1.00	36" DIAMOND BLADE CONCRETE 1320490	220.00	220.00	440.00	725.00	725.00
2.00	WELDING LEAD 50'	13.00	13.00	29.00	80.00	160.00
1.00	WELDING GROUND CLAMP	10.00	10.00	24.00	66.00	66.00
1.00	WELDING ELECTRODE CLAMP	10.00	10.00	23.00	60.00	60.00

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

PC#: 1026
740 MULLET RD
CAPE CANAVERAL, FL 32920 4504
321-613-9118

SUNBELT RENTALS, INC.

Salesman: 102603 BOWSER, ZACHARY (102
Typed By: MSPORDER

QUOTE

Job Site:
RUSH MARINE
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780 8040

C#: 321-267-8100 J#: 321-267-8100

Customer: 942592
RUSH MARINE
6285 VECTOR SPACE BLVD
TITUSVILLE, FL 32780

Contract #.. 142697237
Contract dt. 8/01/23
Date out.... 8/07/23 8:00 AM
Est return.. 9/04/23 8:00 AM
Job Loc..... 6285 VECTORSPACE BLVD, TITUSVILL
Job No..... 2 - RUSH MARINE - RU
P.O. #..... CAPE CANAVERAL- BIDDING
Ordered By.. LOPEZ, ALVIN
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

```
        ***    EQP MSG   ***
        8    Hrs/Day 40    Hrs/Wk = 1.0x Rate
        9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate
        17+  Hrs/Day 81+   Hrs/Wk = 2.0x Rate
        THIS UNIT IS IMPACTED BY OSHA'S SILICA DUST REGULATIONS.  PLEASE
        DISCUSS DUSTLESS OPTIONS WITH YOUR CUSTOMER
        WARNING Overheight Hazard!! The machine you are loading REQUIRES
        that you check the height of your load. Maximum Legal Height = 13'6"
        ALWAYS LOAD, TRANSPORT AND MOVE MACHINES WITH THE ARM IN A TUCKED
        POSITION
        PLEASE ENSURE TO USE THE PROPER ATTACHMENT TO PREVENT TIP OVER/CENTER
        OF GRAVITY ISSUES
        ****IMPORTANT****
        This unit is ON ROAD Registered
        ONLY use TAXED Fuels (NO RED DYED FUEL)
        RPP DOES NOT APPLY TO ON ROAD RENTAL VEHICLES
```

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG	EA	187.200	187.20
	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	339.150	339.15
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000			
1	SBR0010030	EA	154.000	154.00

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | **MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY** | **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS**

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature | Date | Name Printed | Delivered By | Date

SUNBELT RENTALS

PC#: 1026
740 MULLET RD
CAPE CANAVERAL, FL 32920 4504
321-613-9118

SUNBELT RENTALS, INC.

Salesman: 102603 BOWSER, ZACHARY (102
Typed By: MSPORDER

Job Site:
RUSH MARINE
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780 8040

C#: 321-267-8100 J#: 321-267-8100

QUOTE

Customer: 942592
RUSH MARINE
6285 VECTOR SPACE BLVD
TITUSVILLE, FL 32780

Contract #.. 142697237
Contract dt. 8/01/23
Date out.... 8/07/23 8:00 AM
Est return.. 9/04/23 8:00 AM
Job Loc..... 6285 VECTORSPACE BLVD, TITUSVILL
Job No..... 2 - RUSH MARINE - RU
P.O. #..... CAPE CANAVERAL- BIDDING
Ordered By.. LOPEZ, ALVIN
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
	FUEL CONVENIENCE CHARGE					
1	SBR0200540	EA	56.000			56.00
	FUEL CONVENIENCE CHARGE					
1	SBR0270050	EA	60.000			60.00
	FUEL CONVENIENCE CHARGE					
1	SBR0480630	EA	168.000			168.00
	FUEL CONVENIENCE CHARGE					
1	SBR1110037	EA	469.000			469.00
	FUEL CONVENIENCE CHARGE					
	DELIVERY CHARGE					520.00
	PICKUP CHARGE					520.00
				Sub-total:		21203.35
				Tax:		1411.43
				Total:		22614.78

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | **MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY** | **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS**

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature | Date | Name Printed | Delivered By | Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses ."One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITIATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE**. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than $1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of $500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of $500 per piece of Equipment; (c) charges in excess of $50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following **"Conditions"** must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. **"Exclusions"** shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of $75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum $3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an **"AS IS, WHERE IS"** basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option – if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE**. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/

Rev Date 06/16/2021

To: **RUSH MARINE**

Building the future™

Attn: **TONY LANDRY**

Phone: 813-393-7375
Email: tlandry@rushinc.com

RE: **PASSENGER BOARDING BRIDGES**
GLEEN CREEK BLVD
CAPE CANAVERAL

For your consideration, we are pleased to submit the following prices for ready-mix concrete and related building materials for the above referenced project only. These prices are F.O.B. Job Site, and do not include Sales Tax. The quote is based on project specifications (if given) and could change if specifications change.

Mix	Concrete		CY	Price	
1525965	**6500 PEA ROCK PUMP MIX - HRWR**			**$200.00**	per cy
1247818	Adjustable Fuel Charge Per Load	as of:	add	$78.08	per load
1202749	Enviromental Fee per Load		add	$25.00	per load
1586055	Concrete Handling Fee (Effective January 1, 2018)		add	$10.00	per load
1559148	Minimum Load Charge 1-3 cubic yards		add	$350.00	per load
1571252	Minimum Load Charge 3.5 - 8 cubic yards		add	$250.00	per load
1148459	Waiting Time - Unloading times in excess of sixty (60) minutes per load will be charge at the rate of $1.50 per minute		add	$1.50	per minute
1192515	Concrete Disposal Fee - Any Concrete over 3yd3 returned to CEMEX yard for disposal		add	$300.00	per load
1022820	Saturday & Off Hour Plant Opening Fee 4 Hour Minimum (quoted upon request)		add	$750.00	per hour
1349967	Sunday & Holiday Plant Opening Fees 4 Hour Minimum (quoted upon request)		add	TBD	per hour
	Order Cancellation Fees: Applies to orders outside of operating hours, not cancelled prior to 12:00pm of the previous workday.				
1212876	Orders Less Than 50 cubic yards		add	$500.00	per cancellation
1212876	Orders Greater Than 50 cubic yards		add	$1,500.00	per cancellation
1212876	Orders Greater Than 300 cubic yards (subject to hourly cost)		add	TBD	per cancellation
Add-Ons					
1022798	Temperature Control (Ice)		add	$0.75	per lb

Normal Hours of operation are 7:00 AM TO 5:00 PM Mon - Fri

The above pricing will remain valid through 12/31/2023. An escalation of $10.00 per cubic yard & $0.10 on block will become effective on 01/01/2024 and will remain valid through 06/30/2024. Please consult your sales representative for pricing beyond 06/30/2024. Building Materials pricing beyond 30 days is subject to vendor increases.

This quotation is offered for acceptance in writing within 30 calendar days. In the event Purchaser fails to accept on or before the date that is 30 days from the date of this quote, the prices set forth shall automatically expire unless waived by the Seller. Seller reserves the right to (i) increase prices on any quotes or accepted orders without notice to reflect any raw material increases incurred by Seller and (ii) defer or cancel any quotes or accepted orders in the event Seller becomes delayed or prevented from performing due to shortages or allocations of raw materials, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or cancellation. The prices stated herein are based on the CEMEX Terms and Conditions (copies of which have previously been provided to you and are available on request), which will control over any terms and conditions to the contrary in any purchase order or other document.

Credit Terms: Payments are due on or before the 15th day of the month following the month of the invoice date for such purchase. Payment outside these terms is a de facto loan and should be treated as such, therefore, we will be assessing a finance charge of the lesser of 1.5% per month and the maximum amount of interest permitted under applicable law on all invoices not paid within terms

Shawn Zegles
Account Manager
Cemex USA - Florida Materials

Phone: 321.960.2639
email: shawn.zegles@cemex.com

The above conditions are accepted.

East Bay Mechanical
26269 Dempsey Conner Rd
Hilliard, FL 32046 US
dwayne.seprish@eastbaymechanical.com
www.eastbaymechanical.com

Estimate



ADDRESS
Rush Marine

ESTIMATE #	DATE	
1262	8/1/2023	

ACTIVITY	QTY	AMOUNT
Mobile Harbor Crane tie downs @ NCB 5&NCB8 material @ Labor	42	68,664.54
Passenger boarding Bridge Tie down @ C.T.5 CT6 CT 10	24	39,236.88

Painting Or Dipping to be Provided by customer

SUBTOTAL	107,901.42
TAX	6,524.08
TOTAL	$114,425.50

Accepted By

Accepted Date

AJAX FASTENERS & TOOLS
1500 E. 8th Street
Jacksonville, Florida 32206
Ph: 904-353-4783 Fx: 904-353-0500
www.ajaxco.com

Quote

Quote Number : 240971-0
Customer# : 300137
Quote Date : 07/27/2023
Quoted To : Tony
Entered By : Tom Gibson
Salesperson : OSS-Tom Gibson
Terms : NET 30 DAYS
Ship Via : BEST WAY
Ship Acct# :
Job/Rel# :

Bill to: RUSH MARINE LLC
6285 VECTORSPACE BLVD
6285 RIVERFRONT CENTER BLVD
TITUSVILLE, FL 32780

Ship to: RUSH MARINE LLC
400 DOLPHIN ROAD
ALVIN LOPEZ 904-945-7483
CAPE CANAVERAL, FL 32920
Phone: (321) 267-8100 **Fax:** (321) 267-9944

Line	Qty	U/M	Item #	Description	Price	Extension
0001	56	EA	NS018356	1 1/2-6 x 32" DOUBLE END STUD A193 B-7 H/D/G 10" X 10"	109.0909	6109.09
0002	8	EA	NS018357	1-8 X 20" DOUBLE END STUD A193 B-7 H/D/G 6" X 6"	72.7273	581.82
0003	28	EA	NS018358	1-8 X 32" DOUBLE END STUD A193 B-7 H/D/G 8" X 8"	63.6364	1781.82
0004	230	EA	1001260000002	1-1/2-6 A-194-2H HOT GALV HEAVY HEX NUT _____	7.2898	1676.65
0005	230	EA	1006260000002	1 1/2 BULK HOT GALV F-436 HARD ROUND WASHER_____	1.6033	368.76
0006	136	EA	1001244000002	1-8 A-194-2H HOT GALV HEAVY HEX NUT _____	2.1755	295.87
0007	136	EA	1006244000002	1 BULK HOT GALV F-436 HARD ROUND WASHER_____	0.4615	62.76
0008	56	EA	NS018353	1 1/2-6 X 36" ALL THREAD STUD A193 B-7 H/D/G	88.1091	4934.11
0009	8	EA	NS018354	1-8 X 24" ALL THREAD STUD A193 B-7 H/D/G	18.7455	149.96
0010	28	EA	NS018355	1-8 X 36" ALL THREAD STUD A193 B-7 H/D/G	32.8182	918.91

SubTotal	16,879.75
CUST CHRG FREIGHT-JACKSONVILLE	250.00
Tax	1,062.79
Total USD	18,19: 240

Signature: _____

Thank you! Have a nice day!

Williams Form Engineering Corporation
8165 Graphic Dr NE
Belmont MI 49306
USA

Phone: 616-866-0815

Quote Number: 37137

QUOTE

Quote To:

WILLIAMS FORM ENG - LITHIA SPRINGS
2600 VULCAN DRIVE
LITHIA SPRINGS GA 30122
USA

Phone: Fax:

Date: 6/19/2023

Joseph Erickson
Technical Sales Representative
Williams Form Engineering Corporation
2600 Vulcan Drive
Lithia Springs, GA 30122

Phone: 770-949-8300
Fax:
Email: jerickson@williamsform.com

Port Canaveral MHC & PBB Tie Downs

**As per your request, we are pleased to quote the following quality Williams materials.*
**Customer to verify *ALL MATL descriptions & quantities are quoted correctly & meet project specifications.*
**Please NOTE that our lead times can change daily, so until we receive a PO for the order, all lead times are estimated and subject to change, and will need to be verified once PO is received.*

USD

Line	Part Description	Weight	Expected Qty	Unit Price	Ext. Price
1	S9T-08-3000-E2100-N-S4C2 S9T - Stainless Steel 304 Class 2 Undercut Bearing Anchor 1"-8 x 30.00" overall length. Complete with nut and washer. The anchor has a(n) 21.00" embedment length. *Non Domestic *Stainless Steel 304 Class 2	45.00	4.00 EA	923.70	3,694.80
2	S9T-08-3950-E3050-N-S4C2 S9T - Stainless Steel 304 Class 2 Undercut Bearing Anchor 1"-8 x 39.50" overall length. Complete with nut and washer. The anchor has a(n) 30.50" embedment length. *Non Domestic *Stainless Steel 304 Class 2	106.80	8.00 EA	989.54	7,916.32
3	S9U-08-H S9U - Undercut Tool for a(n) 1" Diameter Anchor. The achor has an embedment depth of 30.50 inches. * Blades sold separately.	20.00	1.00 EA	383.20	383.20

Monthly Rental

Williams Form Engineering Corporation
8165 Graphic Dr NE
Belmont MI 49306
USA

Phone: 616-866-0815

Quote Number: 37137

QUOTE

4	S9U-08-BLADES S9U - Undercut Blades for a(n) 1" Diameter Anchor. * A set of Blades is recommended for every 50 undercut holes drilled. This may vary depending on obstructions in the concrete.	1.25	1.00 EA	840.34	840.34
	Purchase				
5	T7Z-0030-03E T7Z - 30 Ton Hydraulic Test Jack with a (n) Electric Pump. Jack comes complete with pull rod and a(n) Standard tapped coupler for a(n) 1" - 8 UNC NC bar. The test jack is fully calibrated as a unit. * Calibration Charges not included in rental price of the test jack assembly * Monthly Rental Price. ***Sales Kit***	165.00	1.00 EA	1,118.42	1,118.42
	Monthly Rental				
6	CAL-0030-R CAL - 30 TON Jack Calibration.	0.00	1.00 EA	412.83	412.83
7	T8Z-01 T8Z - 100-600 Ft.-Lb. Hand Torque Wrench with 3/4" square drive output Ratchet Adapter. * Monthly Rental Price.	17.00	1.00 EA	429.28	429.28
	Monthly Rental				
8	T1Z-06-1625 T1Z - Long fitting tool adapter for a(n) 1" NC hex nut. |50% Buyback is offered on this tool if returned in good working condition.	4.69	1.00 EA	363.24	363.24
9	T9F-08 T9F - Impact Tool for 1" to 1-3/8". 1" Square Drive *Monthly Rental	25.00	1.00 EA	1,052.95	1,052.95
10	S6Z-N-08-RH-HT-0S S6Z - Rock Bolt Setting Tool for a(n) 1" diameter anchor with UNC thread form. The anchor has Right Hand thread direction and is tapped Oversized. |50% Buyback is offered on this tool if returned in good working condition.	2.90	1.00 EA	232.87	232.87

Williams Form Engineering Corporation
8165 Graphic Dr NE
Belmont MI 49306
USA

Phone: 616-866-0815

Quote Number: 37137

QUOTE

QUOTE - Miscellaneous Charge -

	Description	Ext. Price
1.)	Mill Cert	50.00
2.)	Est Frt-Actual to be Billed	1,800.00

Total Weight: 387.64 Lbs

Lines Total	16,444.25
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	1,850.00
Quote Total	**18,294.25**

Availability:	MIN 8 WEEKS ARO Delivery subject to availability of material at time of order. Actual shipping dates can be determined upon receipt of purchase order. Williams is not responsible for delays in delivery due to mill delays, availability of trucks or inclement weather.
F.O.B.:	RUSCHE, MI PLANT
Terms:	Net 30 days, no retainage percentage. Taxes not included. Above prices are guaranteed for 14 days (excluding freight). Extended Deliveries could be subject to escalating surcharges. It is the purchasers responsibility to verify the material description and quantities on quotation meet project specifications. Williams reserves the right to exercise lien rights.
Certification:	$50 per Load. Must be requested when placing order.
Testing:	Any cost of independent testing will be the responsibility of purchaser.
New Accounts:	Credit information must be provided when placing orders.

Williams Form Engineering Corporation
8165 Graphic Dr NE
Belmont MI 49306
USA

Phone: 616-866-0815

WILLIAMS FORM ENGINEERING CORPORATION
TERMS AND CONDITIONS OF SALE

1. ORDERS AND PRICES. Orders are subject to final acceptance at Seller's office. Prices shall be as quoted by Seller, but are subject to increase to the extent of any costs imposed, tax es assessed or incurred as a result of any third party action.

2. PAYMENT TERMS. Payments shall be made at Seller's office in Grand Rapids, Michigan, 30 days after shipment. Any payment not received when due shall accrue a late charge of 1-1/2% per month. Buyer agrees to pay any attorney fees and other expenses incurred by Seller as a result of its default on any terms in this agreement.

3. SECURITY INTEREST. Seller retains a security interest in the goods to secure payment of any indebtedness now or hereafter owing by Buyer. Buyer will execute, at Seller's request, any documents to perfect this security interest.

4. DELIVERY. Delivery will be F.O.B. Sellers plant. Shipping costs will be paid by Buyer unless otherwise agreed to by Seller. Delivery dates are ESTIMATES ONLY and given as accurately as conditions permit. All orders will be shipped upon completion (large orders in excess of a single truckload will be shipped upon completion of each truckload). Since the majority of Williams products are manufactured to order, requests to place orders on "Hold" will not be accepted.

5. DELAYS. Seller shall not be liable for damages resulting from any circumstances beyond Seller's control, including, but not limited to. an act of God, fire, flood, war, government action, accidents, labor trouble, or the inability to obtain material, equipment or transportation by common or contract carriers. Where any of such circumstances may cause nonperformance or delay any performance by Seller, Seller may, without liability to either party, cancel all or any part of this contract. Any monies paid by Buyer will be returned by Seller.

6. RETURN OF MATERIALS. Within twenty (20) days of the shipment date, Buyer may return the goods for credit provided: (i) any return must be F.O.B. to Seller's plant in Grand Rapids, Michigan; (ii) any returned goods must be new, unused, undamaged STANDARD ITEMS then being offered for sale by Seller; and (iii) Buyer shall pay Seller a handling and restocking charge for any returned goods in accordance with policies of Seller prevailing at the time of return.

7. CANCELLATION. If the goods are more than thirty (30) days from completion, Buyer may cancel its order. However, Buyer will pay cancellation charge in an amount equal to the purchase price as of the date of cancellation less such allowances as Seller may make for (I) standard components; (ii) scrap value and (iii) unused direct labor costs.

8. DEFECTS. Buyer may return goods that are defective if (i) Buyer notified Seller of the defect within 30 days of the date of shipment; (ii) promptly returns the goods to Seller, F.O.B. from which shipment was originated, or to such other location which may be specified by Seller; and (iii) Seller determines that the defect materially impairs the value of the goods to Buyer. Seller, at its option, shall either repair or replace the defective goods, at Seller's expense. Seller's liability for any damage resulting from any defective good is limited to the amount of the purchase price of such item. Seller has no obligation as to parts or components not manufactured by Seller, but Seller assigns to Buyer any warranties made to Seller by the manufacturer thereof.

9. LIMITATION. Goods shall be free from defects in materials and workmanship at the time of delivery. The goods shall also conform to Seller's catalog specifications as most recently published at the time of acceptance of Buyer's order. Seller shall not be responsible for conformity of the goods to specifications provided by another person. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES DUE TO ANY DEFECT IN THE GOODS OR TO ANY OTHER BREACH BY SELLER. BUYER SHALL HAVE NO RIGHT OF REJECTION OR OF REVOCATION OF ACCEPTANCE OF THE GOODS.

10. COMPLIANCE. Seller represents that the goods have been produced in compliance with the Fair Labor Standards Act of 1938.

11. QUANTITY. Buyer shall accept an overrun or underrun of five percent of the quantities ordered. However, Seller will attempt to furnish the correct quantity as near as operation conditions will permit.

12. RENTALS. If Buyer rents any installation equipment (as grout pumps or hydraulic jacks, or the like), Buyer is responsible for any damage to this equipment from the time it leaves Seller's warehouse until it is returned to Seller. Buyer warrants that it will use the equipment with care and hold Seller harmless from claims for damages or injuries as a result of its use. Buyer agrees to pay Seller replacement value determined by Williams Form for any lost, stolen or damaged equipment.

13. INSTALLATION. Buyer agrees to install all goods purchased from Seller in accordance with the directions provided by Seller and in a professional workmanlike manner. Buyer agrees to hold Seller harmless from any and all claims as a result of any damages caused directly or indirectly by the improper installation of these goods or use or care thereof after they left the possession of the Seller.

14. SPECIAL REQUIREMENTS. All Quotations include standard marking, packaging etc. Unless specifically addressed on the quote, all special requirements for certifications, testing, marking, and packaging will result in additional cost and may delay shipping dates. Additional costs will be billed accordingly.

15. COMPLETE AGREEMENT. Seller's Quotation and Terms embody our entire agreement. Any change must be in writing signed by both Buyer and Seller. This agreement may not be supplemented or explained by any course of dealing, usage or trade, or course of performance.

Brevard Rigging Supply, Inc.

PO Box 236545
Cocoa, FL 32923

Estimate

Date	Estimate #
8/1/2023	36835

Name / Address
Rush Marine LLC 6285 Riverfront Center Blvd. Titusville, Fl. 32780 DO NOT MAIL INVOICES

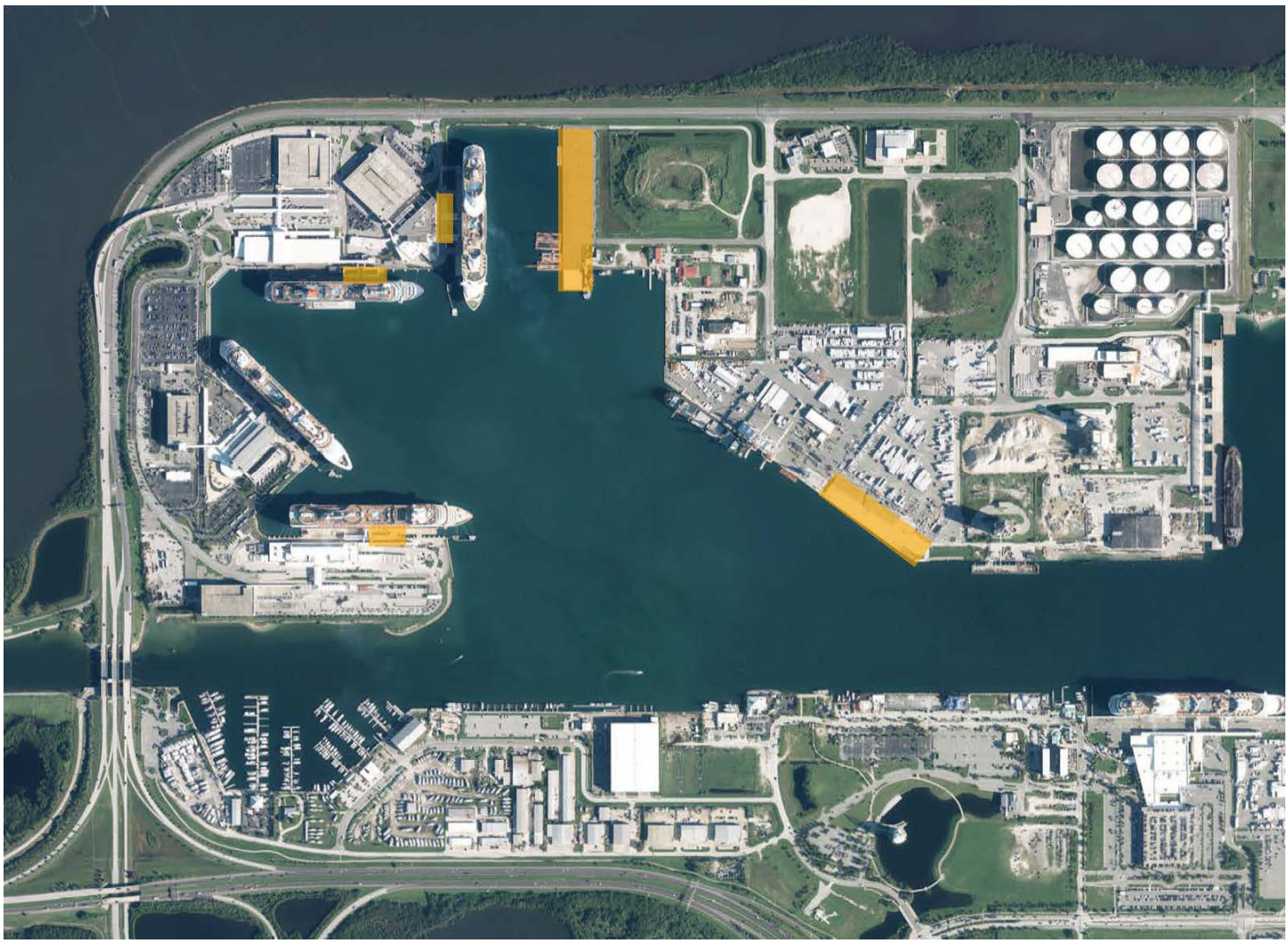
321-631-2838
321-631-6465 (Fax)

Terms
Net 30

Description	Qty	U/M	Cost	Total
7/8" 8-1/2 Ton Bolt Type CM Super Shackle - PN:M853G w/ St. Stl. Cotter Pin 6:1 Safety Factor MBS: 102,000 lbs.	24	ea	59.25	1,422.00T
1-1/4" 14 Ton Bolt Type CM Super Shackle-PN:M856G w/ St. Stl. Cotter Pin 6:1 Safety Factor MBS: 168,000 lbs.	42	ea	140.76	5,911.92T
Sales Tax			7.00%	513.37

Total $7,847.29

Project Location:



Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.G
Department:	Engineering
Requested Action:	Request for approval of piggybacking Sourcewell contract #092222-CAT dated December 6, 2022, for "Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services" with Caterpillar Inc., contract, subject to review and approval of contract documentation by General Counsel and to authorize staff to issue a purchase order to Ring Power of Orlando for a maintenance and repair service agreement on generators throughout the Port in the amount of $72,576.76 per fiscal year. (Ken Lum/AJ Jendroch/Bill Crowe)
Summary Explanation & Background: The existing service agreement between Ring Power and CPA has expired and a new contract is in order to have preventative maintenance and repair service performed on over 1kW generators throughout the Port. Starting this year CPA broke up the generator contracts so that there will be two different vendors performing the service and repairs. Having two different vendors for generators will allow additional resources to be available especially during storms and emergencies.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost. The FY24 Operating Budget includes this item. No change is required.

Attachments:

1G Cover Page.pdf

Caterpillar_Underlying Contract to be Piggybacked (Sourcewell) 20221206.pdf

Ring Power Quote Highlighted Generators.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

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Item Number:	1.G
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Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost. The FY24 Operating Budget includes this item. No change is required.

Attachments:

Caterpillar_Underlying Contract to be Piggybacked (Sourcewell) 20221206.pdf

Ring Power Quote Highlighted Generators.pdf

Caterpillar 092222-CAT Pricing.pdf

DocuSign Envelope ID: 1331F762-6E3C-46F1-A731-9B02CE2B2915

Sourcewell

Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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

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

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

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6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

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

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

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

Minimum Limits:
$2,000,000

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Intentionally omitted.

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22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

12/6/2022 | 4:51 PM CST
Date: _____

Caterpillar Inc.

DocuSigned by:
Jaime Mineart
8ED6778AD1EB44E...

By: _____
Jaime Mineart
Title: Vice President & General Manager
Retail Electric Power Solutions

12/6/2022 | 6:57 PM PST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST
Date: _____

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RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Caterpillar
Address:	5205 N O'Connor Blvd Irving, TX 75039
Contact:	Jaime Mineart
Email:	Mineart_Jaime_M@cat.com
Phone:	309-208-8238
Fax:	847-212-8020
HST#:	

Submission Details

Created On:	Thursday August 04, 2022 09:20:25
Submitted On:	Thursday September 22, 2022 11:48:50
Submitted By:	Jaime Mineart
Email:	Mineart_Jaime_M@cat.com
Transaction #:	7d158290-a935-4ffc-acc0-efaa11d1bfb4
Submitter's IP Address:	198.180.154.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located. Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than $20.2 Billion of revenue globally for Caterpillar Inc. with more than $7.6 Billion in North America alone. Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one. Caterpillar has a robust Code of Conduct that can be found at Caterpillar | Code of Conduct | Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar. We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx. In 2021 full year sales and revenues were $50.971B. Enterprise operating cash Flow was $7.2B. During the year, the company paid dividends of $2.33B and repurchased $2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of $9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and and must have a market capitalization of at least $3B to qualify as a Dividend Aristocrat.	*
13	What is your US market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Caterpillar has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments. Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.	*

18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Caterpillar has not been suspended or disbarred in trading history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World’s Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide’s Global Corporate Leadership Program U.S. President’s Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America’s Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World’s Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World’s Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America’s Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile’s 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company “Industry category” (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo’s Women’s Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer’s 2021 Product of the Year Competition	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*

21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=$736,134 2021=$1,353,905 2022 = as of today $285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U)	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Ogden	Monica Kapp	801-430-2308	*
United Water Conservation District	Chris Hendricks	805-415-1554	*
Renewable Water Resources	Brent Rhymer	864-299-4000	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Charlotte	Government	North Carolina - NC	A city local to North Carolina	Purchased 16 units (specific to EP products)	$2,545,112	*
Manatee County	Government	Florida - FL	A county local to Florida	Purchased 9 units (specific to EP products)	$1,463,479	*
Bonita Springs Utilities	Government	Florida - FL	A city local to Florida	Purchased 2 units (specific to EP products)	$1,388,444	*
University of Florida	Government	Florida - FL	College in Gainesville, Florida	Purchased 3 units (specific to EP products)	$1,199,583	*
City of Raleigh Public Utilities	Government	North Carolina - NC	Water and sanitary sewer services	Purchased one unit (specific to EP products)	$1,034,177	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached “Cat Dealer Directory”. Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities. Please refer to the Cat dealer locations list and map included in "Additional Documents".	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator. 3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: -Cat Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services (fluid analysis)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statues, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCPP), the professional association for cooperative procurement. Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth. Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to: 1) Press Release 2) Announcement in monthly Electric Power customer e-newsletter: 3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html 4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter) 5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWX), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference. 6) Update promotional literature 7) Dealer awareness promotional events	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own. Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Soucewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcewell members are free to use those options.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.	*

41	Describe any technological advances that your proposed products or services offer.	Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com. 1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime. 2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages. 3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx). 4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations. 5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs. 6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring the success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar | 2021 Sustainability Report. Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 5) Reman Services - Franklin - ISO 14001:2004-May 2017 Certifications specific to EP product manufacturing: 1) Lafayette, IN – ISO 9001: 2015- Nov 2020 2) Griffin, GA – ISO 9001:2015 – Feb 2021 3) Seguin, TX- ISO 9001:2015	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar | Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. EXTENDED SERVICE COVERAGE To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include: - UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC – certified against earthquakes All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC. Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. DEALERSHIP ATTRIBUTES: Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada. PRODUCT ATTRIBUTES: Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01."	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties	*
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options. Customer Value Agreements (CVA's): A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are: 1. Condition Monitoring 2. Load Bank Testing 3. Extended Service Coverages CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcwell members. Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022."	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well. The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members.	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions. The following key Caterpillar product categories are included in this response: Stationary Diesel Packaged Generator Sets Stationary Natural Gas Packaged Generator Sets Mobile Diesel Packaged Generator Sets (XQ Products with Trailers) Control Panels Switchgear Automatic Transfer Switches Microgrid Components Leasing and Financing The Caterpillar Dealer Network can also offer custom shop work, installation, “turn-key” solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members’ product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	(•) Yes ( ) No	N/A	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	(•) Yes ( ) No	N/A	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	(•) Yes ( ) No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

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

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

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

- Pricing - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
- WM8E/M8E/S8E or Related Certificates (optional)
- Warranty Information - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
- Upload Additional Document - Additionals.zip - Tuesday September 20, 2022 15:59:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☑	1
Addendum_3 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☑	1
Addendum_2 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☑	1
Addendum 1 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☑	1

Ring Power Power Systems Division

Ring Power Corp.
415 Community College Pkwy SE
Palm Bay, FL 32909
Normal Hours - 7:30am-4:00pm

1 Year - Customer Value Agreement (CVA)

Quote Date: September 13, 2023 **Effective Date:** TBD

Company:	Canaveral Port Auth	**Service Contact Name:**	Ken Lum
Contact:	Ken Lum	**Phone:**	321-403-9345
Address:	445 Challenger Rd	**Email:**	klum@portcanaveral
City, St, Zip:	Cape Canaveral, FL 32920	**Owner Contact Name:**	
Account:	001005	**Phone:**	
Loyalty Discount:	15%	**Email:**	

Location	KW	Type	Make	Model	Serial	Total	Discount	Total with Disc
Purchasing Center / GN C	200	Genset	Cat	C7.1	WG300524	$3,240.75	$486.11	$2,754.64
Maritime Center / GN 1	800	Genset	Cat	3412C	TFT00802	$8,519.94	$1,277.99	$7,241.95
CT1 / GN1-1	1250	Genset	Cat	C32	TZJ00179	$10,203.99	$1,530.60	$8,673.39
CT1 Gageway 1 / GN1-2	50	Genset	Kohler / JD	4024HF285	PE4024L139964	$2,440.00	$366.00	$2,074.00
CT1 Gageway 2 / GN1-3	50	Genset	Kohler / JD	4024HF285	PE4024L138689	$2,440.00	$366.00	$2,074.00
CT2 / GN 2	300	Genset	Cat	C9	NTX00662	$4,000.08	$600.01	$3,400.07
Public Safety / GN 3	100	Genset	Olympian	D100	NPS02162	$2,588.35	$388.25	$2,200.09
CT3 / GN3-1	2000	Genset	Cat	3516C	LY500280	$11,895.16	$1,784.27	$10,110.88
CT3 Gageway 1W / GN3-	100	Genset	Cat	C4.4	CN600414	$2,588.35	$388.25	$2,200.09
CT3 Gageway 2E GN3-3	100	Genset	Cat	C4.4	CN600408	$2,588.35	$388.25	$2,200.09
Fire Station / GN4	100	Genset	Cat	C4.4	CN600410	$2,588.35	$388.25	$2,200.09
CT5 / GN5-1	1000	Genset	Cat	3508	CNB01552	$8,519.94	$1,277.99	$7,241.95
CT5 Garage / GN5-2	75	Genset	Perkins	NH70980	U238173Y	$2,588.35	$388.25	$2,200.09
CT5 Gageway 1N / GN5-3	100	Genset	Kohler / JD	4045HF285	PE4045L283973	$2,588.35	$388.25	$2,200.09
CT5 Gageway 2S / GN5-4	100	Genset	Kohler / JD	4045HF285	PE4045L283976	$2,588.35	$388.25	$2,200.09
CT6 / GN6-1	1500	Genset	Cat	3512C	SBG00942	$10,203.99	$1,530.60	$8,673.39
CT6 Garage / GN6-2	80	Genset	Generac	14070970100	2114855	$2,588.35	$388.25	$2,200.09
CT6 Gangway 1E / GN6-3	100	Genset	Baldor / JD	4045HF285	PE4045L21448	$2,588.35	$388.25	$2,200.09
CT6 Gangway 2W / GN6-	100	Genset	Baldor / JD	4045HF285	PE4045L20242	$2,588.35	$388.25	$2,200.09
IMOC Police Dept / GN7-	200	Genset	MTU / JD	6068HF485	PE6068L151590	$3,240.75	$486.11	$2,754.64
Fire Station / GN7-2	143	Genset	Baldor / JD	6068HF285	PE6068I226054	$2,848.88	$427.33	$2,421.55
CT8/10 Gen Pad S / GN8	1000	Genset	Cat	3508	CNB01553	$8,519.94	$1,277.99	$7,241.95
CT8 Garage / GN8-2	1000	Genset	Cat	C32	SXC00708	$8,519.94	$1,277.99	$7,241.95
CT10 Gen Pad N / GN10-	1000	Genset	Cat	3508	CNB01521	$8,519.94	$1,277.99	$7,241.95
CT10 Garage / GN10-2	250	Genset	Cat	C9	C9E02055	$4,000.08	$600.01	$3,400.07
CT10 Gageway 1 W / GN	100	Genset	Kohler / JD	4045HF285	PE4045L283861	$2,588.35	$388.25	$2,200.09
CT10 Gangway 2 E / GN1	100	Genset	Kohler / JD	4045HF285	PE4045L283851	$2,588.35	$388.25	$2,200.09
CT11 Welcome Center / (	350	Genset	Kohler / JD	6135HF485	RG6135L0217607	$4,283.16	$642.47	$3,640.69

Notes: Annual Service / 2 Hr & 2 TA Inspections Piggybacking Contract # 092222-CAT

Annual Total $ 112,588.18

Payment Options:

[X] As performed [ ] Yearly $112,588.18

****See Next Page for a detailed Scope of Work to be completed.**

****State sales tax and misc supply fees to apply to quoted prices, and are not included in the above total****

This estimate is made subject to the buyer's acceptance within thirty (30) days from this date. Pricing is guaranteed for the term of the agreement. In the event the Consumer Price Index published by the US Bureau of Labor Statistics described by the identifier CUUR0000SA0 - Consumer Price Index All Urban Consumers exceeds 3% for the pervious 12 months of the agreement, Ring Power reserves the right to adjust the pricing of this agreement, not to exceed the 12-month CPI change more than 3%. Agreements will auto-renew at the expiration date without interruption for 12 months and are subject to annual pricing adjustments. The agreement can be canceled by either party at any time. All Ring Power standard terms and conditions apply.

Ring Power Systems technicians are covered by Workman's Compensation and public liability insurance. In no event shall Ring Power Systems be liable for any indirect, special or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising out of, furnishing, functioning or the use of any items of equipment or services provided for in this agreement. If the equipment is not available for service at the scheduled time, the customer will be billed time and travel costs.

Authorization:

Accepted By: PO #: _____ **Quoted By:**

Customer Print: _____ PSSR: Ernie Vollenweider

Customer Sign: _____ Sign: _____

Date: Date:

Salesperson: Ernie Vollenweider **Office:** (321) 837-5755 **Cell:** (321) 262-3828 **Email:** Ernie.Vollenweider@RingPower.com

Service Dept: Corey Mansfield **Office:** (407) 472-6236 **Cell:** (321) 695-7690 **Email:** Corey.Mansfield@RingPower.com

Normal Business Hours - 7:30am-4:00pm M-F **EMERGENCY AFTER HOURS:** (321) 288-3473

Technical Analysis (QTY 2)

- **Qualified technician to perform 52 point Technical Analysis**
- **Chemically test engine coolant.**
- **Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.**

- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis
- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s)
- Drain engine crankcase oil & refill to proper capacity
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)
- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Note: Due to global supply chain cost increases: 1. All new generators are subject to a commodity surcharge of up to 16%.

	List Price Discount
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	18%
D25 - 25 kW	18%
D30 - 30 kW	18%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%

Caterpillar: Confidential Green

C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%

Caterpillar: Confidential Green

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)	
DG100 - 100 kW	18%
DG125 - 125 kW	18%
DG150 - 150 kW	18%

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%

175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%

175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%

350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%

CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)	
DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%

G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	20%
500 kW	20%

G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)	
750 kW	18%
1000 kW	18%

G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)	
All Ratings	18%

G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)	
1500 kW	18%

G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)	
1966 kW	17%

G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)	
2469 kW	17%

G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%

Caterpillar: Confidential Green

CG132, CG170, CG260 (custom)

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	15%

Mobile Diesel (With Trailers)

XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)**	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)**	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)**	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)**	
182 kW Prime Power	23%
200 kW	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)**	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)**	
455 kW Prime Power	23%
XQ1140, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)**	
kW Prime Power	23%

Control Panels, Switchgear, Automatic Transfer Switches

Switchgear (customizable) *Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear.* *However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	12%
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided	Sourcewell Member Pricing
Rental Agreements	10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description	Unit of Issue	Ancilliary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price **with Sourcewell Discount Applied** (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	**Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time.** **For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.**								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min	Each	N/A	$ 1,309,989		N/A	1	1	$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min	Each	N/A	$ 2,263,804		N/A	1	2	$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min	Each	N/A	$ 2,507,909		N/A	1	2	$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min	Each	N/A	$ 2,750,774		N/A	1	2	$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min	Each	N/A	$ 3,257,104		N/A	1	3	$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min	Each	N/A	$ 3,461,724		N/A	1	3	$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min	Each	N/A	$ 3,705,829		N/A	1	3	$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min	Each	N/A	$ 3,948,694		N/A	1	3	$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min	Each	N/A	$ 4,191,559		N/A	1	3	$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min	Each	N/A	$ 4,708,735		N/A	1	4	$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min	Each	N/A	$ 4,903,749		N/A	1	4	$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min	Each	N/A	$ 5,145,374		N/A	1	4	$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min	Each	N/A	$ 5,389,479		N/A	1	4	$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min	Each	N/A	$ 5,632,344		N/A	1	4	$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	$ 990,332		N/A	1	1	$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	$ 853,487		N/A	1	1	$ 665,720	22.00%

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.H
Department:	Engineering
Requested Action:	Staff requests approval to ratify the issuance of two (2) (FPL) purchase orders to Florida Power and Light, for utility work associated with the NCB4 project; purchase orders P-130637 for $68,989.28 and P-130983 for $76,613.52. (Bill Crowe)
Summary Explanation & Background: CPA coordinated with FPL to perform the scope of work in each of the purchase orders as part of the NCB4 project. The FPL work was separated into two phases and FPL estimated that the schedule to implement both purchase orders is approximately 9 months, and since both purchase orders impact the work performed at NCB4, the two purchase orders were issued to maintain the project schedule. Phase 1, P-130637, disconnect CEMEX from FPL power, install a new transformer and switch, and reconnect the CEMEX site. Phase 2, P-130983, convert a portion of the CEMEX site overhead electrical lines to underground and connect the CPA crane crew trailer to the new transformer.	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total amount of $145,602.80 is included in the FY 23/24 Capital Budget. No change is required Project 2240 - NCB4 Rehab

Attachments:

1H Cover Page.pdf

P130637 Design Drawing with MOT.pdf

P130983 Design Drawing.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.H
Department:	Engineering
Requested Action:	Staff requests approval to ratify the issuance of two (2) (FPL) purchase orders to Florida Power and Light, for utility work associated with the NCB4 project; purchase orders P-130637 for $68,989.28 and P-130983 for $76,613.52. (Bill Crowe)
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Reviewed by Port Attorney:	No
Financial Review:	The total amount of $145,602.80 is included in the FY 23/24 Capital Budget. No change is required Project 2240 - NCB4 Rehab

Attachments:

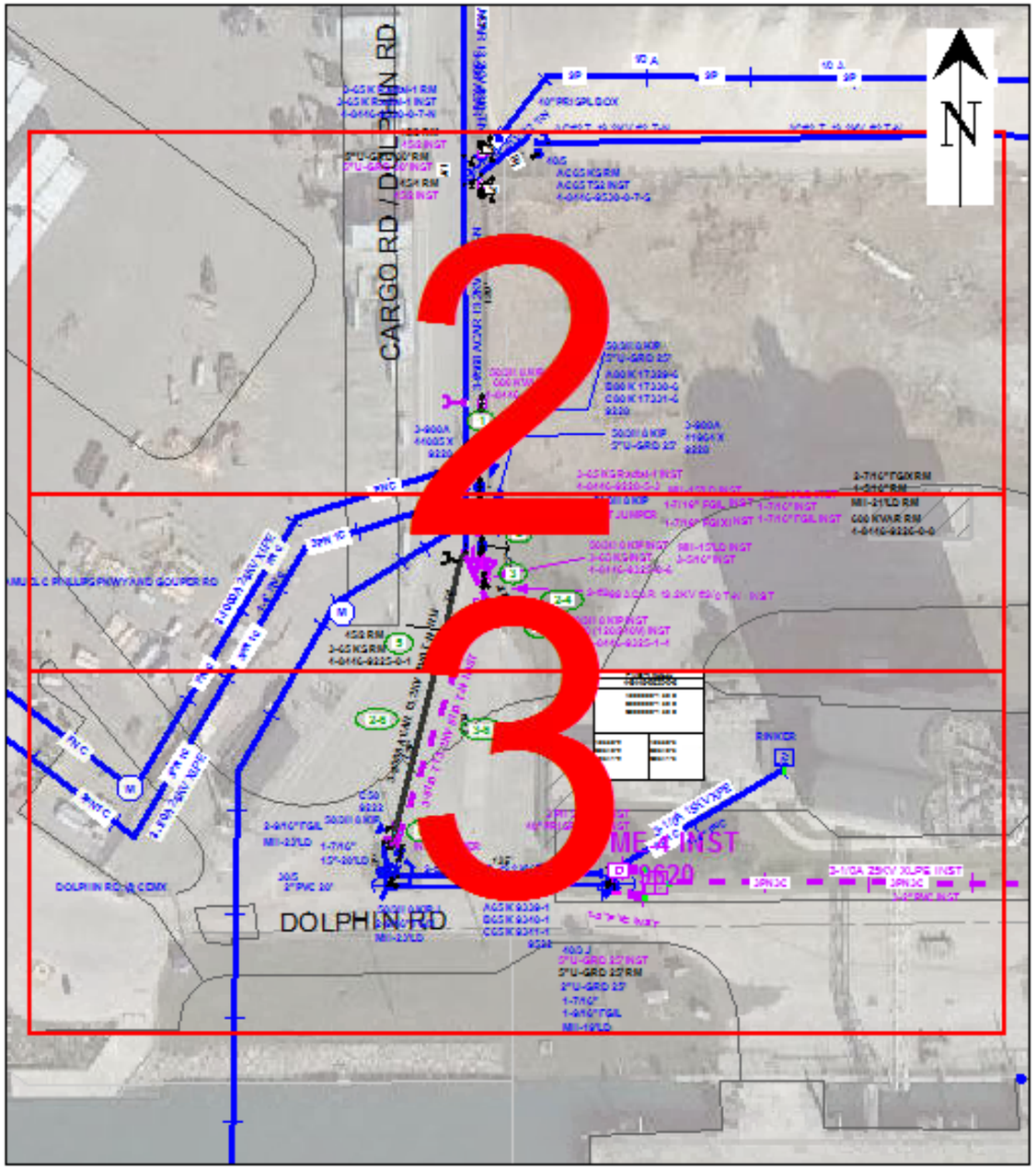
P130637 Design Drawing with MOT.pdf

P130983 Design Drawing.pdf

Cover Sheet: WR#12255040

Page 1 of 3

[ ] INACCESSIBLE [X] 12KV [X] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] FUTURE 25KV [ ] 25KV [X] SALT SPRAY [ ] ROCK



GENERAL NOTES
- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

STAKING NOTES:-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.
-POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE
OF EXISTING POLE UNLESS OTHERWISE NOTED.
-ALL POLES STAKED WITH FIELD SIDE FACE AT R/W LINE UNLESS OTHERWISE NOTED.
-SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

GENERAL GROUNDING, GUYING, AND U-GUARD NOTES
BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
- ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 – 5)
- GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS.
BACK PLATE (DCS UH-14.0.1)
- REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
GUYING (DCS D-2.0.0)
- GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
RISER (DCS G-10.1.0 AND G-10.2.0)
- BOND ALL METAL RISER CONDUITS ON POLES.
GROUND RODS (DCS G-3.0.1)
- TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



ZERO TODAY!

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
DesignerStake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	SurveyStake? [ ]
POLELINEFT:	POLELINEFT. ON TRUNKM. POLES:	TRENCH FT:	DUCTBANKFT:
PERMIT REQ'D: CITY [ ]	COUNTYRD [ ]	COUNTYDR [ ]	STATERD [ ]	FDI [ ]
PERMIT REQ'D: WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRUNKM. [ ]	
Requested Tel.Co.SetPoles? [ ]	Requested Tel.Co. Transfer? [ ]		Request CUTV Transfer? [ ]	

FPL

Job Owner:	Brian Babcox	M/A: BV	Township: N/A Range: N/A Section N/A
Designer:	Brian Babcox	405 Dolphin Rd - Inst 3 Feeder Poles, Cap bank, 1 50kva aetx	
Date:	04/18/2023		
Scale: 1" = 84'		405 DOLPHIN RD, CAPE CANAVERAL, 32920	
0' 84' 168'		Dwg No. 12255040_11x17 OH.xml	Map No. CC078
		WR: 12255040	Page 1 of 3

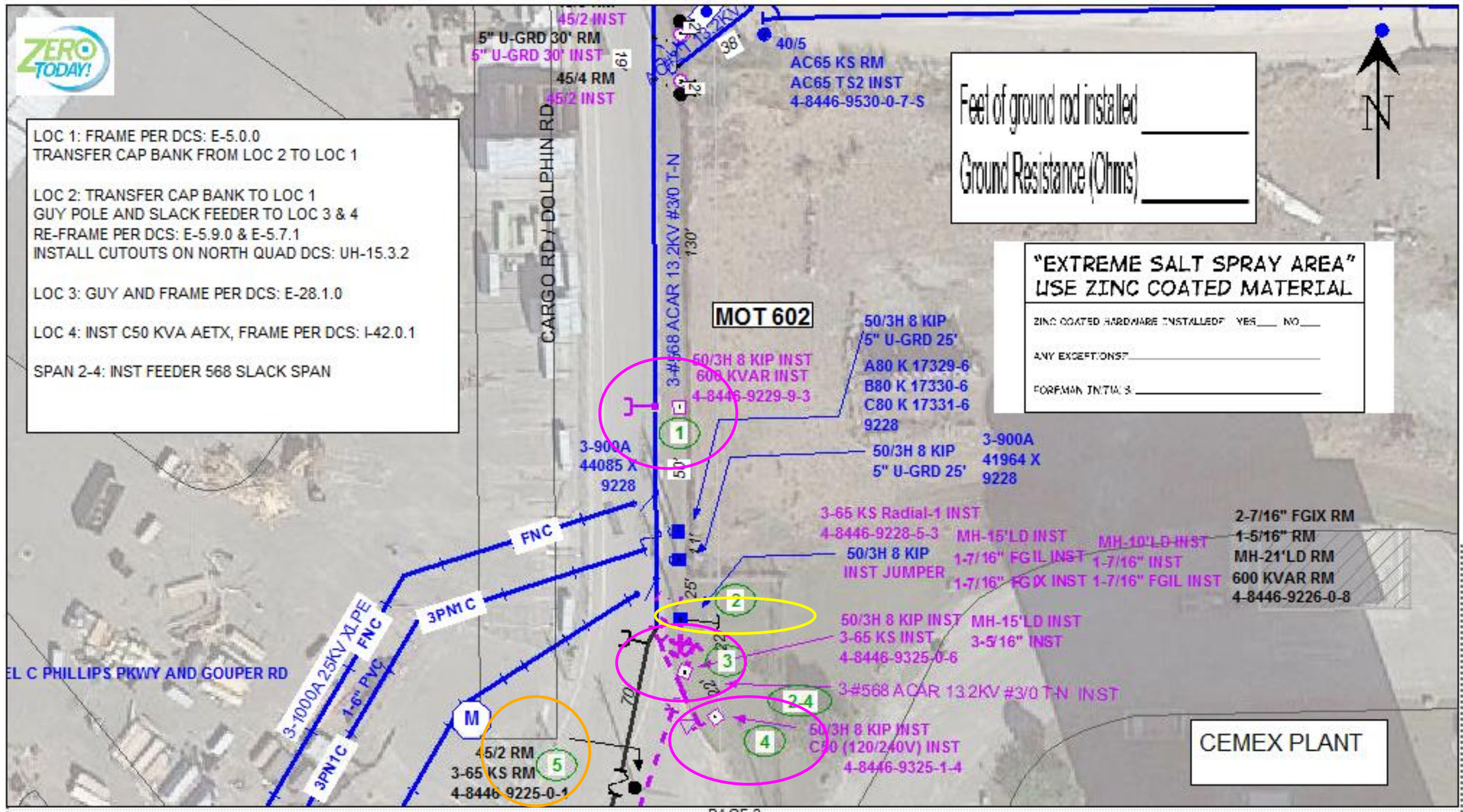
IPC	DATE	REVISION
1		
2		
3		
4		

Size : 11 x 17

PRINTED BY: bxb0c16

PLOT DATE/TIME: 04/18/2023 13:22:24

FEEDERS:	SOUTH CAPE 03331,SOUTH CAPE 03332	[ ] INACCESSIBLE	[X] 13KV	[ ] FUTURE 23KV	[ ] 23KV	[X] SALT SPRAY	[ ] ROCK



PAGE 3

install new pole Remove Pole overhead aerial work

IPC	DATE
1	
2	
3	
4	

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature _____ Date _____

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature _____ Date _____

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]		Tree Staking Req'd? [ ]	
Designer Stake? [ ]		CT Specialist? [ ]		Work with SNO? [ ]		Survey Stake? [ ]	
POLELINE FT:	POLELINE FT. ON TRUNKM. POLES:			TRENCH FT:		DUCTBANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY UR [ ]	STATE RD [ ]	FAA [ ]		
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRUNKM. [ ]			
Requested Tel. Co. Ser Poles? [ ]		Requested Tel. Co. Transfer? [ ]			Requested CATV Transfer? [ ]		

Job Owner:	Brian Babcox	M/A: BV	Township: N/A Range: N/A Section N/A
Designer:	Brian Babcox	405 Dolphin Rd - Inst 3 Feeder Poles, Cap bank, 1 50kva aetx	
Date:	04/18/2023		
Scale: 1" = 40'		405 DOLPHIN RD, CAPE CANAVERAL, 32920	
0' 40' 80'		Dwg No. 12255040_11x17 OH.xml	Map No. CC0781
		WR: 12255040	Page 2 of 3

REVISION

Size : 11 x 17

PRINTED BY: bxb0cd6

PLOT DATE/TIME: 04/18/2023 13:21:38

FEEDERS: SOUTH CAPE 03331,SOUTH CAPE 03332 | [ ] INACCESSIBLE | [X] 13KV | [ ] FUTURE 23KV | [ ] 23KV | [X] SALT SPRAY | [ ] ROCK

PAGE 2

L C PHILLIPS PKWY AND GOUPER RD

3-1000A 25KV XLPE FNC
1-6" PVC
3PN1C
3PN1C
3PN1C
3-1/0A 25KV XLPE

LOC 5: RMV POLE

LOC 6: ATTACH NEW PRIMARY

SPAN 2-6: RMV 568 FEEDER AND PRIMARY

SPAN 3-6: INST 3-1/0 PRIMARY

M
45/2 RM
3-65 KS RM
4-8446-9225-0-1
5
2-6
3-6
3-#568 ACAR 13.2KV #3/0 T-N RM 120'
3-#1/0 T 13.2KV #1/0 T-N INST 170'
25'
22'
70'

2
50/3H 8 KIP
INST JUMPER
1-7/16" FGIL INST 1-7/16" INST
1-7/16" FGIX INST 1-7/16" FGIL INST
MH-21'LD RM
600 KVAR RM
4-8446-9226-0-8

3
50/3H 8 KIP INST
3-65 KS INST
4-8446-9325-0-6
MH-15'LD INST
3-5/16" INST

2-4
3-#568 ACAR 13.2KV #3/0 T-N INST

4
50/3H 8 KIP INST
C50 (120/240V) INST
4-8446-9325-1-4

PME-4 #9620
4-8446-9620-0-8
A999999-1 50 E
B999999-1 50 E
C999999-1 50 E
A9339-2 B9340-2 C9341-2
A9339-3 B9340-3 C9341-3

RINKER
RV

CEMEX PLANT

C50
9223
50/3H 8 KIP
2-9/16" FGIL
MH-23'LD
1-7/16"
15"-20'LD
6
INST JUMPER
MOT 602
27'

3 PH SPLICE INST
48" PRI SPL BOX INST

3-1/0A 15KV XPE
3P/1C
1-4" PVC
PME-4 INST
9620

135'
3-#343 ACAR 13.2KV #3/0 T-N
1/0A TPX

30/5
2" PVC 20'

DOLPHIN RD. @ CEMX

3PN3C
3-1/0A 25KV XLPE INST
3PN3C
3-2" PVC INST

50/3H 8 KIP J
2-9/16" FGIX
MH-23'LD

DOLPHIN RD

A65 K 9339-1
B65 K 9340-1
C65 K 9341-1
9522 40/3 J
1-5" PVC INST

5" U-GRD 25' INST
5" U-GRD 25' RM
2" U-GRD 25'
1-7/16"
1-9/16" FGIL
MH-19'LD

overhead aerial work

REVISION	DATE
IPC	
1	
2	
3	
4	

AS-BUILT CREW PRINT — Foreman's Signature — Date
AS-BUILT COPY — Initials — Cert Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature — Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature — Date

Easement? [] | Tree Work? [] | Tree Access? [] | Tree Staking Req'd? []
Design/Stake? [] | CT/Special Mtr? [] | Work with SMO? [] | Survey Stake? []
POLE LINE FT: | POLE LINE FT. ON TRUNKM. POLES: | TRENCH FT: | DUCT BANK FT:
PERMIT REQ'D: CITY [] COUNTY RD [] COUNTY UR [] STATE RD [] FAA []
WMD [] RR XING [] DR. DIST. [] TRUNKM. []
Requested Tel. Co. Set Poles? [] | Requested Tel. Co. Transfer? [] | Request CATV Transfer? []

FPL

Job Owner:	Brian Babcox	M/A: BV	Township: N/A Range: N/A Section N/A
Designer:	Brian Babcox	405 Dolphin Rd - Inst 3 Feeder Poles, Cap bank, 1 50kva aefx	
Date:	04/18/2023		
Scale: 1" = 40'		405 DOLPHIN RD, CAPE CANAVERAL, 32920	
0' 40' 80'		Dwg No. 12255040_11x17 OH.xml	Map No. CC0781
		WR: 12255040	Page 3 of 3

PLOT DATE/TIME: 04/18/2023 13:24:04 PRINTED BY: DxbDc16 Size: 11 x 17

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.

2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.

3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.

4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.

5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.

7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

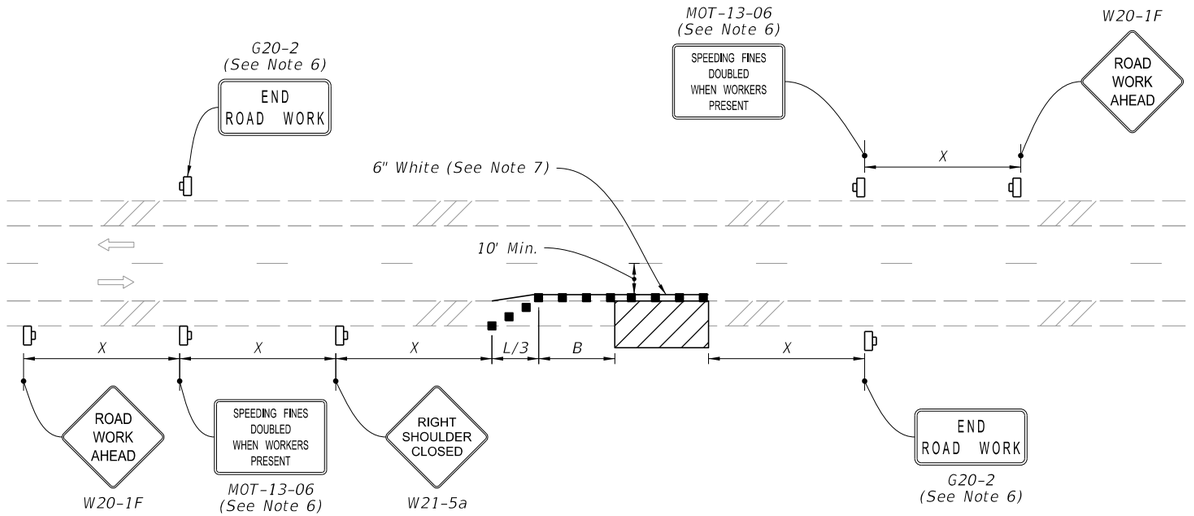
SYMBOLS:

Work Area

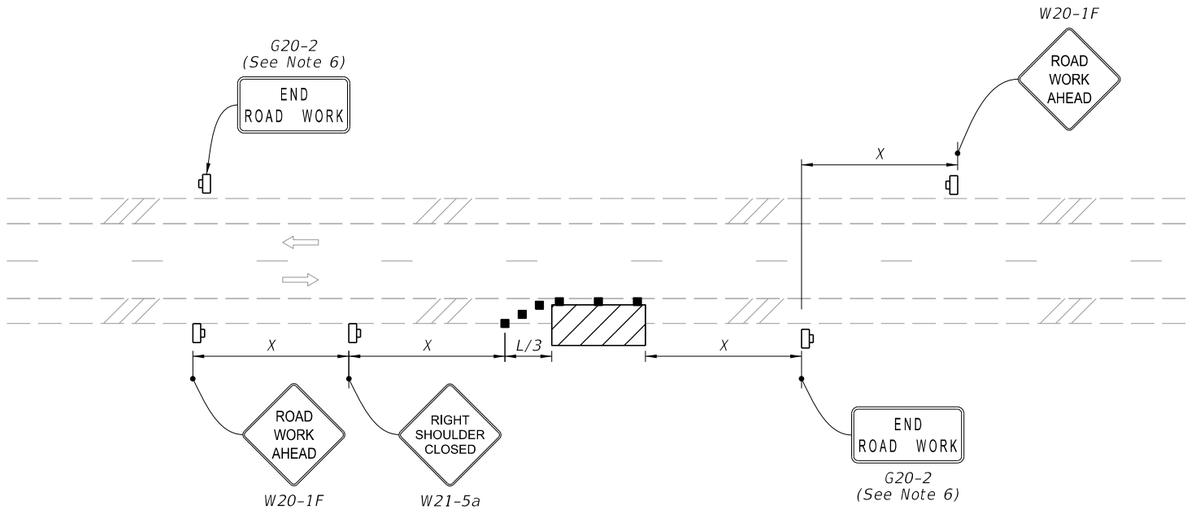
Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification and Direction of Traffic



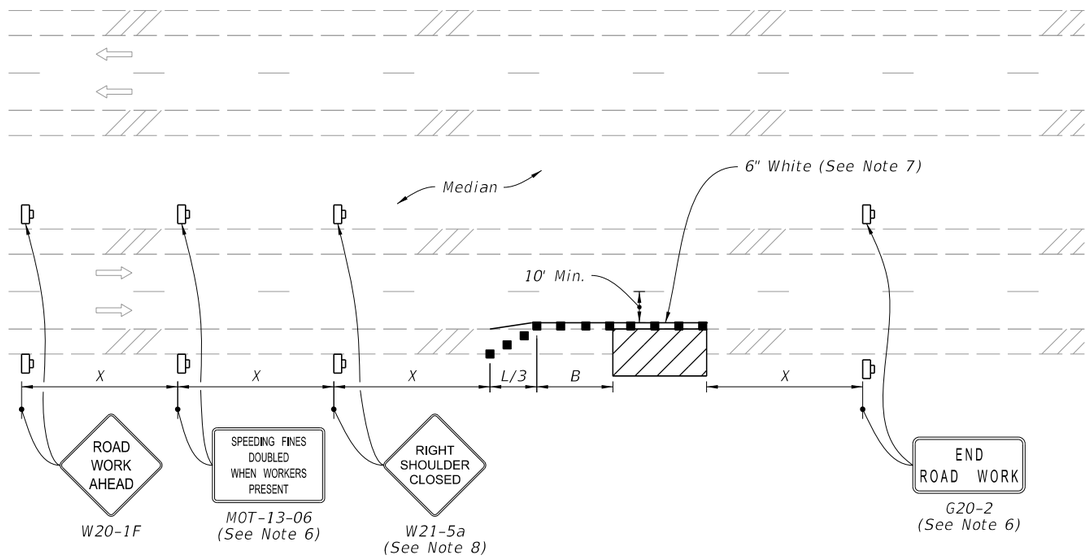
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

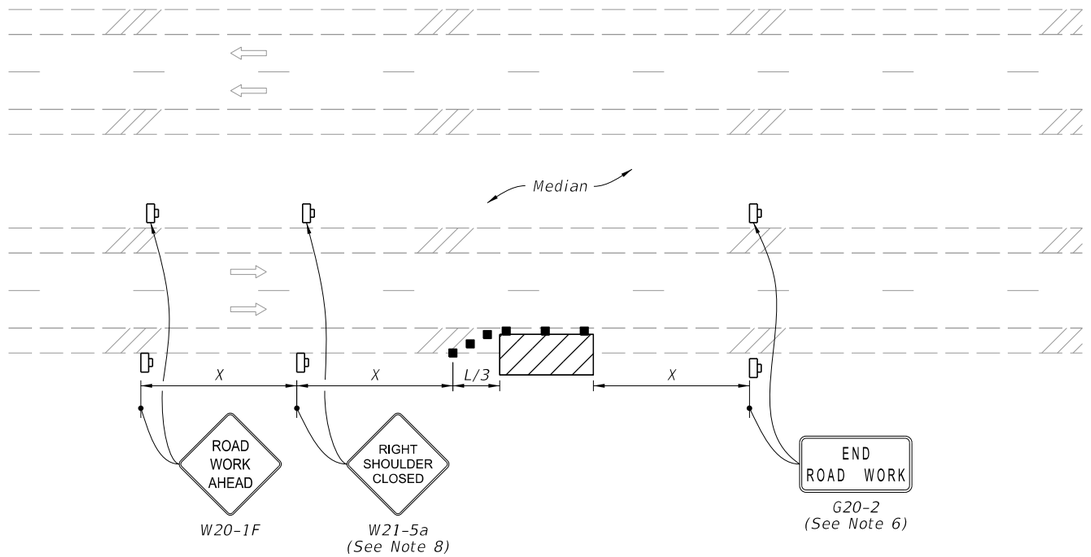
9/23/2021 2:40:48 PM

LAST REVISION	REVISION	DESCRIPTION:				
11/01/21			FY 2022-23 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2



MULTILANE ROADWAY

SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

MULTILANE ROADWAY

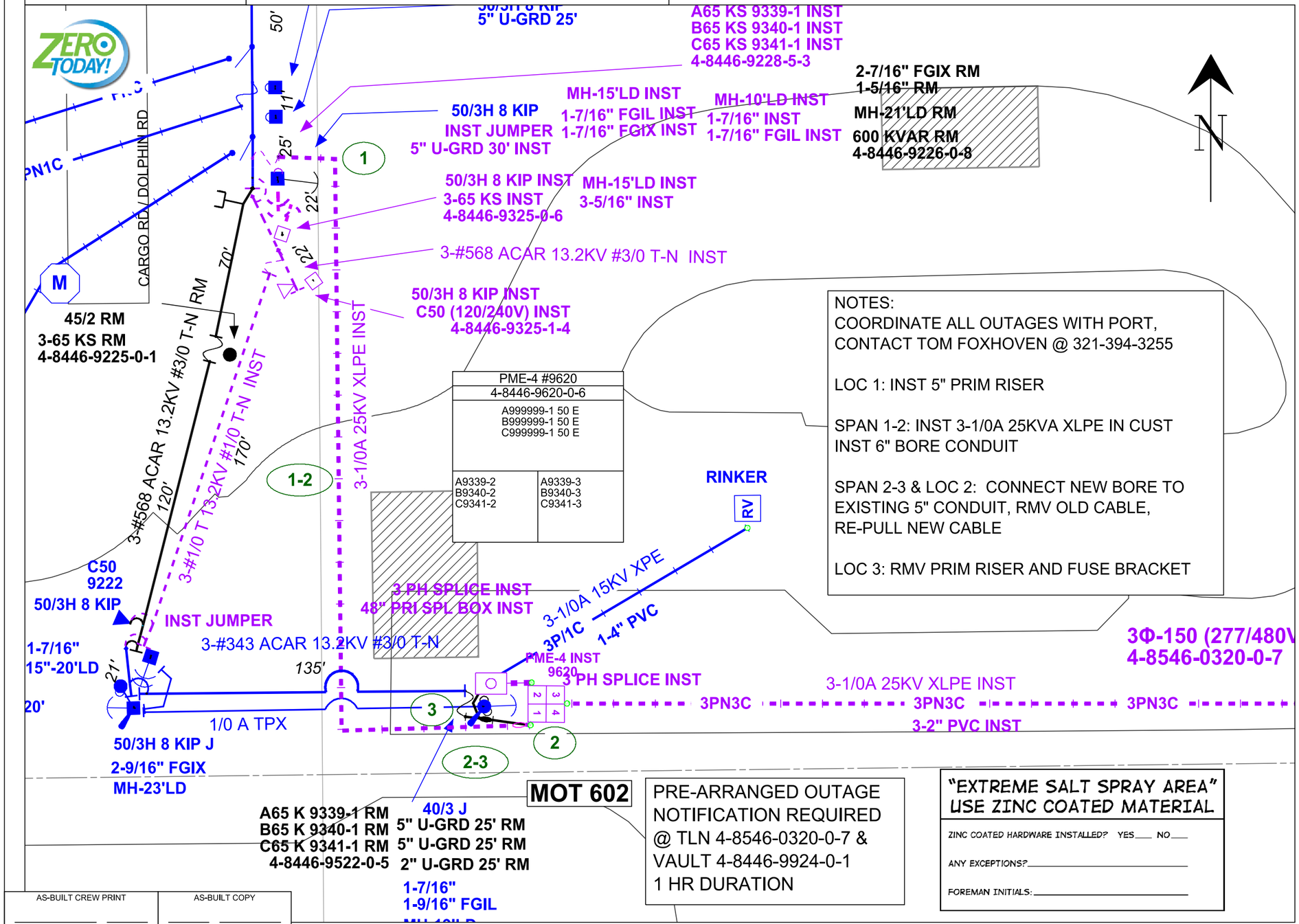
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

9/23/2021 2:40:49 PM

LAST REVISION	REVISION	DESCRIPTION:				
11/01/20			FY 2022-23 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2

SUBSTATION & FEEDER:

[ ] INACCESSIBLE [ ] 12KV [X] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] FUTURE 25KV [ ] 25KV [X] SALT SPRAY [ ] ROCK



NOTES:
COORDINATE ALL OUTAGES WITH PORT, CONTACT TOM FOXHOVEN @ 321-394-3255

LOC 1: INST 5" PRIM RISER

SPAN 1-2: INST 3-1/0A 25KVA XLPE IN CUST INST 6" BORE CONDUIT

SPAN 2-3 & LOC 2: CONNECT NEW BORE TO EXISTING 5" CONDUIT, RMV OLD CABLE, RE-PULL NEW CABLE

LOC 3: RMV PRIM RISER AND FUSE BRACKET

MOT 602

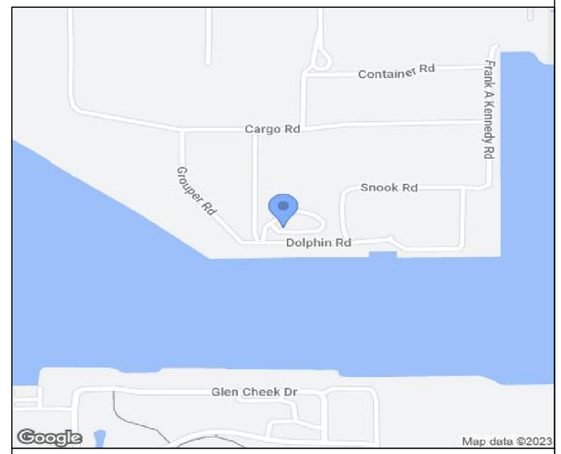
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 4-8546-0320-0-7 & VAULT 4-8446-9924-0-1
1 HR DURATION

"EXTREME SALT SPRAY AREA"
USE ZINC COATED MATERIAL

ZINC COATED HARDWARE INSTALLED? YES___ NO___

ANY EXCEPTIONS?_____

FOREMAN INITIALS:_____



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

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- THE MATERIAL CONTAINED HEREIN MAY CONTAIN INACCURACIES. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES. THE USER IS WARNED TO UTILIZE AT HIS/HER OWN RISK. USER ASSUMES RISK OF ANY AND ALL LOSS.

CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature ____ Date ____

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature ____ Date ____

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]		Tree Staking Req'd? [ ]	
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]		Survey/Stake? [ ]	
POLE LINE FT:		POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:		DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]		
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]			
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]			

Job Owner:	Brian Babcox	M/A: BV	Township: N/A Range: N/A Section N/A
Designer:	Brian Babcox	405 Dolphin Rd - 280FT Cust bore to existing PME4 to convert primary UG	
Date:	05/11/2023		
Scale: 1" = 40'		405 DOLPHIN RD, CAPE CANAVERAL, 32920	
0' 40' 80'		Dwg No. 12255086_11x17.xml	Map No. CC0781
		WR: 12255086	Page 1 of 1

Size: 11 x 17
PRINTED BY: bxb0cu6
PLOT DATE/TIME: 05/11/2023 09:31:32

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.I
Department:	Engineering
Requested Action:	Consideration of authorizing staff to execute a piggyback agreement to the contract between School Board of Brevard County, Florida and Southeast Services of CFL, Inc., ITB# 20-760-B-SH, dated July 22, 2020, for HVAC Services and Repair, effective October 1, 2023, and to further authorize staff to issue purchase orders to Southeast Services of CFL, Inc during the contracted period that cumulatively will not exceed each fiscal year approved budget for HVAC service and repairs. (AJ Jendroch/Bill Crowe)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

1I Cover Page.pdf

Southeast Services_Agreement to Piggyback (HVAC) [unexecuted].pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.I
Department:	Engineering
Requested Action:	Consideration of authorizing staff to execute a piggyback agreement to the contract between School Board of Brevard County, Florida and Southeast Services of CFL, Inc., ITB# 20-760-B-SH, dated July 22, 2020, for HVAC Services and Repair, effective October 1, 2023, and to further authorize staff to issue purchase orders to Southeast Services of CFL, Inc during the contracted period that cumulatively will not exceed each fiscal year approved budget for HVAC service and repairs. (AJ Jendroch/Bill Crowe)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Southeast Services_Agreement to Piggyback (HVAC) [unexecuted].pdf

AGREEMENT TO PIGGYBACK CONTRACT FOR HVAC SERVICES

THIS AGREEMENT TO PIGGYBACK CONTRACT FOR HVAC SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 ("CPA"), and **SOUTHEAST SERVICES OF CFL, INC.**, a Florida corporation, whose address is 408 Main Street, Cocoa, FL 32922 ("VENDOR"). CPA and VENDOR are at times hereinafter referred to respectively as a "Party" and collectively as the "Parties".

W I T N E S S E T H :

WHEREAS, the CPA has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the VENDOR has previously entered into an agreement with The School Board of Brevard County, Florida, a district school board operating in accordance with Chapter 1001, Florida Statutes (the "School Board"), to provide HVAC Services and Repair awarded June 30, 2020, as properly renewed on May 2, 2023 (the "Contract"), a copy of which is attached hereto as **Exhibit** "**A**", which those parties entered into upon the award of a bid by the School Board's Procurement & Distribution Services to VENDOR for "Invitation To Bid # 20-760-B-SH: HVAC Service & Repair";

WHEREAS, the CPA desires to "piggyback" onto the above referenced Contract for utilization of the same or similar services, and the VENDOR consents to the aforesaid "piggybacking."

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above stated recitals are true and correct.

2. VENDOR affirms and ratifies the terms and conditions of the above referenced Contract and agrees to perform the services set forth herein for the CPA in accordance with the terms of the Contract.

3. The CPA agrees to utilize the HVAC mechanical installation, service, and repairs (collectively, the "Services") of the VENDOR in the manner and upon the terms and conditions as set forth in the Contract.

4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement with the CPA having the rights, duties, and obligations of the School Board thereunder. The Contract is hereby incorporated into this Agreement, and if any

provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions and provisions of this Agreement shall control.

5. The terms and conditions of the Contract are modified, amended, or supplemented as follows:

5.1 **TERM**. The term of this Agreement shall commence on the Effective Date and expire on July 21, 2025, unless earlier terminated pursuant to the terms of the Contract.

5.2 **SERVICES/FEES**. During the Term, the CPA may contact the VENDOR to review any Services falling under the scope and pricing of the Contract. The VENDOR may submit a responsive proposal or quotation for the CPA's review. If the CPA accepts the quotation, the CPA shall issue a Purchase Order for VENDOR's Services. VENDOR acknowledges and agrees that the CPA is not required or obligated in any manner whatsoever to accept the quotation or award any specific amount of Services, if any, pursuant to this Agreement.

5.3 **PURCHASE ORDER**. Written purchase order(s) shall be issued by the CPA to VENDOR to authorize the commencement of any Services desired by the CPA.

5.4 **INSURANCE REQUIREMENTS**. VENDOR shall provide a Certificate of Insurance naming the CPA as an "Additional Insured" on all liability policies.

5.5 **GOVERNING LAWS AND REMEDIES**. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Florida, and venue shall be in Brevard County, Florida.

5.6 **PUBLIC RECORDS**. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS PERTAINING TO THIS CONTRACT, CONTACT THE CPA'S CUSTODIAN OF PUBLIC RECORDS AT (321) 783-7831, <publicrecords@portcanaveral.com>, or Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, Attn**.: **Records and Information Manager**.

5.7 **NOTICES**. All notices, demands, or requests shall be sent as follows:

If to VENDOR:

Southeast Services of CFL, Inc.
408 Main Street
Cocoa, FL 32922
Attn.: Jake Harrell, VP

If to CPA:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, Florida 32920
Attn.: Director, Procurement & Materials Management

With copy to (at same address):
Attn.: VP & General Counsel

6. **COUNTERPARTS**; **ELECTRONIC SIGNATURES**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. All other provisions in the original Contract are fully binding on the Parties and will represent the Agreement between the CPA and the VENDOR.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

"**CPA**":

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Capt. John W. Murray
Port Director & CEO

Date: _____

[SIGNATURES CONTINUED NEXT PAGE]

"**VENDOR**":

SOUTHEAST SERVICES OF CFL, INC.,
a Florida corporation,

By: _____
Name: Jacob McCarver
As Its: President

Date: _____

EXHIBIT "A"

The Contract

(39 pages to follow)

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – July 14, 2020

PROCUREMENT SOLICITATION **ITB # 20-760-B-SH: HVAC Services & repair**

☒ (**ITB**) Invitation To Bid	☐ (**ITN**) Invitation To Negotiate	☐ (**PB**) Piggyback
☐ (**RFP**) Request For Proposal	☐ (**RFQ**) Request For Qualifications	☐ (**SC**) State Contract
☐ (**SS**) Sole Source		

REQUESTOR: Plant Operations & Maintenance **Legal Review Required:** ☐ **Yes** ☒ **No**

Standard Template Used with No Changes: ☒ **Yes** ☐ **No**

Standard Template Type: **ITB**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Air Mechanical & Service Corp. Carrier Corporation Climate Control Mechanical Services, Inc. Delabat Air Conditioning Service Corp Hill York Service Company, LLC Portable Air L.C. Southeast Service of CFL, Inc. Strut Mechanical, Inc. System Tech Services, Inc. Total Comfort Solutions, Inc. Trane U.S., Inc.	Variable	HVAC services and repair
Total	Variable	

☐ **Contract Renewal**	**New Contract Amount**	Variable
☐ **Recurring Contract**	**Previous Contract Amount**	Variable
☒ **New Contract**	**Variance**	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

This contract includes hourly rates for HVAC service and repair, percentage markup for parts and material, rental of temporary chillers, cooling towers and air conditioners. Services may include maintenance, repair, temporary cooling and/or minor projects. Funding is typically through maintenance operating and capital. Sales surtax may also be used when replacing or refurbishing failing HVAC equipment.

The standard Invitation to Bid template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence July 22, 2020 and continue until July 21, 2023 with one optional two (2) year renewal period.

RECOMMENDATION:

It is the recommendation of Susan Hann, Assistant Superintendent of Facilities Services and James Ross, Director of Plant Operations & Maintenance to approve the attached tabulation sheet with the vendors noted above.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (9)

TABSHEET ITB # 20-760-B-SH HVAC Services & Repair May 21, 2020 at 2:00 PM Opened By: Sean Hynes, Buyer II Witnessed By: Nick Canjar, Buyer II This is the tabsheet showing award Board Approved July 14, 2020 Date Solicited: 4/20/20 Date Opened: 5/21/20 # Solicitated 2245 # MWBE 143 # Planholders 49 # Submittals 11	Air Mechanical & Service Corp. 325 Anchor Rd. Casselberry, FL 32707 Lance Gorney 407-699-0454 lance@amsco-ac.com	Carrier Corporation 7305 Greenbriar Parkway Orlando, FL 32819 Robert Jackman 407-948-8523 robert.jackman@carrier.com	Climate Control Mechanical Services, Inc. 2695 NW 4th St. Ocala, FL 34475 Louie Wise 352-291-0185 lw3@intec360.com	Delabat Air Conditioning Service Corp 8611 NW 35 Ct. Miami, FL 33147 Camilo Delabat 305-978-8942 delabatcamilo@gmail.com
Completed Bidder's Acknowledgement	Yes	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number	F64810	843583	P01000072666	P13000007983
Litigations/Bankruptcy	No	No	No	No
Confidential Materials Enclosed	Yes - Financials	None	None	None
Addendum #1	Yes	Yes	Yes	Yes
References Form	Yes	Yes	Yes	Yes
Local Business Tax Receipts	Yes	Yes	Yes	Yes
Current W-9	Yes	Yes	Yes	Yes
Proof of Insurance	Yes	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit (if applicable)	N/A	N/A	N/A	N/A
Bidder's Statement of Principal Place of Business (if applicable)	N/A	N/A	N/A	N/A
AIA Contractor's Qualifcation Statement	Yes	Yes	Yes	Yes
Licenses/Certifications (if applicable)	Yes	Yes	Yes	Yes

ITEM NO.	DESCRIPTION											
1.03.1	**Mechanical Installation, Service & Repairs**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**
	Foreman	$72.00	$108.00		$140.00	$195.00		$70.00	$90.00		$42.00	$63.00
	Mechanic	$67.00	$100.00		$140.00	$195.00		$70.00	$90.00		$36.00	$54.00
	Technician	$88.00	$132.00		$140.00	$195.00		$70.00	$90.00		$36.00	$54.00
	Journeyman	$65.00	$97.00		$140.00	$195.00		$55.00	$75.00		$24.00	$36.00
	Helper	$58.00	$87.00		$140.00	$195.00		$45.00	$65.00		$24.00	$36.00
	Percentage Markup (max 15%)											
	Equipment Markup	15.0%			15.0%			10.0%			15.0%	
	Subcontractor Markup	15.0%			15.0%			10.0%			15.0%	
	Parts and Materials Markup	15.0%			15.0%			10.0%			15.0%	
	Mobilization / Demobilization (Flat Rate)	$125.00			$75.00	Service calls only		$150.00			$300.00	
1.03.2	**OEM Equipment**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**
	Foreman				$140.00	$195.00		$70.00	$90.00			
	Mechanic				$140.00	$195.00		$70.00	$90.00			
	Technician				$140.00	$195.00		$70.00	$90.00			
	Journeyman				$140.00	$195.00		$55.00	$75.00			
	Helper				$140.00	$195.00		$45.00	$65.00			
	Percentage Markup (max 15%)											
	Equipment Markup				15.0%			10.0%				
	Subcontractor Markup				15.0%			10.0%				
	Parts and Materials Markup				15.0%			10.0%				
	OEM Parts & Materials Markup				15.0%			10.0%				
	Mobilization / Demobilization (Flat Rate)				$75.00	Service calls only		$150.00				
1.03.3	**Chiller and Temporary A/C Rental**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		Non-Responsible	
	Mechanic				$140.00	$195.00		$90.00	$120.00		$36.00	$54.00
	Technician				$140.00	$195.00		$90.00	$120.00		$36.00	$54.00
	Journeyman				$140.00	$195.00		$70.00	$90.00		$24.00	$36.00
	Helper				$140.00	$195.00		$55.00	$65.00		$24.00	$36.00
	Flat Rate Delivery/Removal Fee				$1,200.00			$1,000.00			$240.00	

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.10

	TABSHEET ITB # 20-760-B-SH HVAC Services & Repair May 21, 2020 at 2:00 PM Opened By: Sean Hynes, Buyer II Witnessed By: Nick Canjar, Buyer II This is the tabsheet showing award Board Approved July 14, 2020 Date Solicited: 4/20/20 Date Opened: 5/21/20 # Solicitated 2245 # MWBE 143 # Planholders 49 # Submittals 11	Air Mechanical & Service Corp. 325 Anchor Rd. Casselberry, FL 32707 Lance Gorney 407-699-0454 lance@amsco-ac.com			Carrier Corporation 7305 Greenbriar Parkway Orlando, FL 32819 Robert Jackman 407-948-8523 robert.jackman@carrier.com			Climate Control Mechanical Services, Inc. 2695 NW 4th St. Ocala, FL 34475 Louie Wise 352-291-0185 lw3@intec360.com			Delabat Air Conditioning Service Corp 8611 NW 35 Ct. Miami, FL 33147 Camilo Delabat 305-978-8942 delabatcamilo@gmail.com		
	Rental Equipment Rates (list equipment)	**Daily**	**Weekly**	**Monthly**	**Daily**	**Weekly**	**Monthly**	**Daily**	**Weekly**	**Monthly**	Non-Responsible		
	Various										Depends on equipment being rented		
	20 Ton Aircooled Chiller												
	50 Ton Aircooled Chiller												
	60 Ton Aircooled Chiller				$478.40	$1,437.50	$4,312.50						
	100 Ton Aircooled Chiller				$614.00	$1,840.00	$5,520.00						
	155 Ton Aircooled Chiller												
	200 Ton Aircooled Chiller				$1,112.00	$3,335.00	$10,005.00						
	250 Ton Aircooled Chiller												
	300 Ton Aircooled Chiller				$1,380.00	$4,140.00	$12,420.00						
	400 Ton Aircooled Chiller												
	450 Ton Aircooled Chiller				$1,789.40	$5,367.00	$16,100.00						
	500 Ton Aircooled Chiller												
	1 Ton Spot Cooler												
	1 Ton to 1-1/2 Ton Spot Cooler				$115.00	$316.25	$1,265.00						
	3 Ton Spot Cooler												
	5 Ton Spot Cooler												
	10 Ton Spot Cooler							$350.00	$1,100.00	$2,800.00			
	Package Unit 5 Ton												
	Package Unit 10 Ton												
	Package Unit 20 Ton												
	500 Ton Cooling Tower				$882.05	$2,645.00	$7,935.00						
	500 Ton Watercooled Chiller												
	25 Ton Air Conditioner												
	50 Ton Air Conditioner				$894.70	$2,684.00	$8,050.00						
	80 Ton Air Conditioner				$805.00	$2,415.00	$7,245.00						
	50 HP Boiler				$269.00	$805.00	$2,415.00						
	120 HP Boiler				$805.00	$2,415.00	$7,245.00						
	Dehumidifier Package												
	Crane							$1,500.00	$6,000.00	$22,000.00			
	Forklift							$700.00	$3,400.00	$12,000.00			
	Duct Jack							$150.00	$750.00	$3,000.00			
1.03.4	**AC Compressor Rebuilders**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**	
	Mechanic				$140.00	$195.00		$100.00	$150.00		$36.00	$54.00	
	Technician				$140.00	$195.00		$100.00	$150.00		$36.00	$54.00	
	Journeyman				$140.00	$195.00		$80.00	$120.00		$24.00	$36.00	
	Helper				$140.00	$195.00		$55.00	$85.00		$24.00	$36.00	
	Percentage Markup (max 15%)												
	Parts & Materials Markup				15.0%			10.0%			15.0%		
	Equipment Markup				15.0%			10.0%			15.0%		

TABSHEET ITB # 20-760-B-SH HVAC Services & Repair May 21, 2020 at 2:00 PM Opened By: Sean Hynes, Buyer II Witnessed By: Nick Canjar, Buyer II This is the tabsheet showing award Board Approved July 14, 2020 Date Solicited: 4/20/20 Date Opened: 5/21/20 # Solicitated 2245 # MWBE 143 # Planholders 49 # Submittals 11	Hill York Service Company, LLC 4011 Digital Light Drive, Unit #103 Melbourne, FL 32934 Lindsay Miller 866-525-4200 ext. 3524 lmiller@hillyork.com	Portable Air, L.C. 555 S. Industry Rd. Cocoa, FL 32926 Angela Grimm 321-236-8375 angela@portableac.com	Southeast Services of CFL, Inc. 408 Main Street Cocoa, FL 32922 Jake Harrell 321-632-6800 jake@southeastserv.com	Strut Mechanical, Inc. 6955 Buckhorn Trail St. Cloud FL 34771 Mark Donahue 407-818-3961 mark@strutmechanical.com
Completed Bidder's Acknowledgement	Yes	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number	L18000291260	L98000002264	P08000015166	P17000093008
Litigations/Bankruptcy	No	No	No	No
Confidential Materials Enclosed	None	None	None	None
Addendum #1	Yes	Yes	Yes	Yes
References Form	Yes	Yes	Yes	Yes
Local Business Tax Receipts	Yes	Yes	Yes	Yes
Current W-9	Yes	Yes	Yes	Yes
Proof of Insurance	Yes	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit (if applicable)	N/A	N/A	N/A	N/A
Bidder's Statement of Principal Place of Business (if applicable)	N/A	N/A	N/A	N/A
AIA Contractor's Qualifcation Statement	Yes	N/A	Yes	Yes
Licenses/Certifications (if applicable)	Yes	N/A	Yes	Yes

ITEM NO.	DESCRIPTION											
1.03.1	**Mechanical Installation, Service & Repairs**	Regular Rate	Overtime Rate		Regular Rate	Overtime Rate		Regular Rate	Overtime Rate		Regular Rate	Overtime Rate
	Foreman	$105.00	$140.00					$75.00	$112.50		$90.00	$90.00
	Mechanic	$105.00	$140.00					$70.00	$105.00		$85.00	$85.00
	Technician	$105.00	$140.00					$75.00	$112.50		$75.00	$75.00
	Journeyman	$105.00	$140.00					$75.00	$112.50		$75.00	$75.00
	Helper	$105.00	$140.00					$55.00	$82.50		$65.00	$65.00
	Percentage Markup (max 15%)											
	Equipment Markup	15.0%						10.0%			15.0%	
	Subcontractor Markup	15.0%						10.0%			10.0%	
	Parts and Materials Markup	15.0%						15.0%			15.0%	
	Mobilization / Demobilization (Flat Rate)	$70.00						N/A			$0.00	
1.03.2	**OEM Equipment**	Regular Rate	Overtime Rate		Regular Rate	Overtime Rate		Regular Rate	Overtime Rate		Regular Rate	Overtime Rate
	Foreman	$105.00	$140.00								$90.00	$90.00
	Mechanic	$105.00	$140.00								$85.00	$85.00
	Technician	$105.00	$140.00								$75.00	$75.00
	Journeyman	$105.00	$140.00								$75.00	$75.00
	Helper	$105.00	$140.00								$65.00	$65.00
	Percentage Markup (max 15%)											
	Equipment Markup	15.0%									15.0%	
	Subcontractor Markup	15.0%									10.0%	
	Parts and Materials Markup	15.0%									15.0%	
	OEM Parts & Materials Markup	15.0%									15.0%	
	Mobilization / Demobilization (Flat Rate)	$70.00									$0.00	
1.03.3	**Chiller and Temporary A/C Rental**	Non-Responsible			Regular Rate	Overtime Rate		Regular Rate	Overtime Rate		Regular Rate	Overtime Rate
	Mechanic	$105.00	$140.00								$85.00	$85.00
	Technician	$105.00	$140.00		$55.00	$77.50					$75.00	$75.00
	Journeyman	$105.00	$140.00								$75.00	$75.00
	Helper	$105.00	$140.00								$65.00	$65.00
	Flat Rate Delivery/Removal Fee	$492.00			Included in rental fees						$0.00	

	TABSHEET **ITB # 20-760-B-SH** **HVAC Services & Repair** **May 21, 2020 at 2:00 PM** Opened By: Sean Hynes, Buyer II Witnessed By: Nick Canjar, Buyer II **This is the tabsheet showing award** **Board Approved July 14, 2020** **Date Solicited: 4/20/20** **Date Opened: 5/21/20** **# Solicitated 2245 # MWBE 143** **# Planholders 49 # Submittals 11**	Hill York Service Company, LLC 4011 Digital Light Drive, Unit #103 Melbourne, FL 32934 Lindsay Miller 866-525-4200 ext. 3524 lmiller@hillyork.com			Portable Air, L.C. 555 S. Industry Rd. Cocoa, FL 32926 Angela Grimm 321-236-8375 angela@portableac.com			Southeast Services of CFL, Inc. 408 Main Street Cocoa, FL 32922 Jake Harrell 321-632-6800 jake@southeastserv.com			Strut Mechanical, Inc. 6955 Buckhorn Trail St. Cloud FL 34771 Mark Donahue 407-818-3961 mark@strutmechanical.com		
	Rental Equipment Rates (list equipment)	Non-Responsible			**Daily**	**Weekly**	**Monthly**	**Daily**	**Weekly**	**Monthly**	**Daily**	**Weekly**	**Monthly**
	Various												
	20 Ton Aircooled Chiller				N/A	$650.00	$1,950.00				$853.00	$1,206.00	$2,616.00
	50 Ton Aircooled Chiller				N/A	$875.00	$2,650.00				$1,169.00	$1,836.00	$5,009.00
	60 Ton Aircooled Chiller												
	100 Ton Aircooled Chiller	$862.00	$2,195.00	$6,990.00	N/A	$1,750.00	$4,850.00				$1,301.00	$2,384.00	$6,281.00
	155 Ton Aircooled Chiller												
	200 Ton Aircooled Chiller				N/A	$3,600.00	$10,600.00				$1,489.00	$3,777.00	$10,118.00
	250 Ton Aircooled Chiller												
	300 Ton Aircooled Chiller	$2,110.00	$4,220.00	$12,653.00	N/A	$5,800.00	$16,450.00				$2,515.00	$4,230.00	$11,083.00
	400 Ton Aircooled Chiller	$2,832.00	$6,460.00	$19,688.00	N/A	$7,800.00	$22,300.00				$3,102.00	$6,050.00	$16,800.00
	450 Ton Aircooled Chiller												
	500 Ton Aircooled Chiller	$4,552.00	$8,121.00	$24,240.00	N/A	$8,500.00	$25,300.00				$4,500.00	$7,400.00	$20,500.00
	1 Ton Spot Cooler				$75.00	$225.00	$525.00				$250.00	$400.00	$700.00
	1 Ton to 1-1/2 Ton Spot Cooler												
	3 Ton Spot Cooler				$165.00	$500.00	$1,100.00				$340.00	$675.00	$1,275.00
	5 Ton Spot Cooler				$165.00	$500.00	$1,100.00				$340.00	$675.00	$1,275.00
	10 Ton Spot Cooler												
	Package Unit 5 Ton				$185.00	$550.00	$1,150.00				$360.00	$725.00	$1,325.00
	Package Unit 10 Ton				$250.00	$750.00	$1,600.00				$425.00	$925.00	$1,775.00
	Package Unit 20 Ton				$300.00	$900.00	$1,950.00				$475.00	$1,075.00	$2,125.00
	500 Ton Cooling Tower												
	500 Ton Watercooled Chiller				N/A	$9,700.00	$26,400.00				$4,104.00	$7,408.00	$20,622.00
	25 Ton Air Conditioner												
	50 Ton Air Conditioner												
	80 Ton Air Conditioner												
	50 HP Boiler												
	120 HP Boiler												
	Dehumidifier Package				$65.00	$200.00	$475.00				$188.00	$324.00	$731.00
	Crane												
	Forklift												
	Duct Jack												
1.03.4	**AC Compressor Rebuilders**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**	
	Mechanic	$105.00	$140.00								$85.00	$85.00	
	Technician	$105.00	$140.00								$75.00	$75.00	
	Journeyman	$105.00	$140.00								$75.00	$75.00	
	Helper	$105.00	$140.00								$65.00	$65.00	
	Percentage Markup (max 15%)												
	Parts & Materials Markup	15.0%									15.0%		
	Equipment Markup	15.0%									15.0%		

TABSHEET ITB # 20-760-B-SH HVAC Services & Repair May 21, 2020 at 2:00 PM Opened By: Sean Hynes, Buyer II Witnessed By: Nick Canjar, Buyer II This is the tabsheet showing award Board Approved July 14, 2020 Date Solicited: 4/20/20 Date Opened: 5/21/20 # Solicitated 2245 # MWBE 143 # Planholders 49 # Submittals 11	System Tech Services, Inc. 851 Central Park Drive Sanford, FL 32771 Ricky Baran 407-432-0592 ricky.baran@stsi-fla.com	Total Comfort Solutions, Inc. 4801 Executive Park Ct. Jacksonville, FL 32216 Keith Parker 904-545-8920 kparker@tcs-jax.com	Trane U.S., Inc 2301 Lucien Way, Suite 430 Maitland, FL 32751 Jason Aki 321-228-8865 jtaki@trane.com
Completed Bidder's Acknowledgement	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number	P00000108171	P99000094265	808786
Litigations/Bankruptcy	No	No	No
Confidential Materials Enclosed	None	None	None
Addendum #1	Yes	Yes	Yes
References Form	Yes	Yes	Yes
Local Business Tax Receipts	Yes	Yes	Yes
Current W-9	Yes	Yes	Yes
Proof of Insurance	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit (if applicable)	N/A	N/A	N/A
Bidder's Statement of Principal Place of Business (if applicable)	N/A	N/A	Yes
AIA Contractor's Qualifcation Statement	Yes	Yes	Yes
Licenses/Certifications (if applicable)	Yes	Yes	Yes

ITEM NO.	DESCRIPTION								
1.03.1	**Mechanical Installation, Service & Repairs**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**
	Foreman	$125.00	$187.50		$105.00	$157.50		$139.00	$208.50
	Mechanic	$125.00	$187.50		$90.00	$135.00		$139.00	$208.50
	Technician	$125.00	$187.50		$95.00	$142.50		$139.00	$208.50
	Journeyman	$125.00	$187.50		$95.00	$142.50		$139.00	$208.50
	Helper	$75.00	$112.50		$60.00	$90.00		$120.00	$180.00
	Percentage Markup (max 15%)								
	Equipment Markup	15.0%			15.0%			Note 1	
	Subcontractor Markup	15.0%			15.0%			15.0%	
	Parts and Materials Markup	15.0%			15.0%			Note 2	
	Mobilization / Demobilization (Flat Rate)	$50.00			$0.00			$180.00	
1.03.2	**OEM Equipment**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**
	Foreman	$125.00	$187.50		$105.00	$157.50		$139.00	$208.50
	Mechanic	$125.00	$187.50		$90.00	$135.00		$139.00	$208.50
	Technician	$125.00	$187.50		$95.00	$142.50		$139.00	$208.50
	Journeyman	$125.00	$187.50		$95.00	$142.50		$139.00	$208.50
	Helper	$75.00	$112.50		$60.00			$120.00	$180.00
	Percentage Markup (max 15%)								
	Equipment Markup	15.0%			15.0%			Note 1	
	Subcontractor Markup	15.0%			15.0%			15.0%	
	Parts and Materials Markup	15.0%			15.0%			15.0%	
	OEM Parts & Materials Markup	15.0%			15.0%			Note 1	
	Mobilization / Demobilization (Flat Rate)	$50.00			$0.00			$180.00	
1.03.3	**Chiller and Temporary A/C Rental**	**Regular Rate**	**Overtime Rate**		Non-Responsible			**Regular Rate**	**Overtime Rate**
	Mechanic	$125.00	$187.50		$90.00	$135.00		$139.00	$208.50
	Technician	$125.00	$187.50		$95.00	$142.50		$139.00	$208.50
	Journeyman	$125.00	$187.50		$95.00	$142.50		$139.00	$208.50
	Helper	$75.00	$112.50		$60.00	$90.00		$120.00	$180.00
	Flat Rate Delivery/Removal Fee	$0.00			$0.00			$1,500.00	

	TABSHEET **ITB # 20-760-B-SH** **HVAC Services & Repair** **May 21, 2020 at 2:00 PM** Opened By: Sean Hynes, Buyer II Witnessed By: Nick Canjar, Buyer II **This is the tabsheet showing award** **Board Approved July 14, 2020** **Date Solicited: 4/20/20** **Date Opened: 5/21/20** **# Solicitated 2245 # MWBE 143** **# Planholders 49 # Submittals 11**	System Tech Services, Inc. 851 Central Park Drive Sanford, FL 32771 Ricky Baran 407-432-0592 ricky.baran@stsi-fla.com			Total Comfort Solutions, Inc. 4801 Executive Park Ct. Jacksonville, FL 32216 Keith Parker 904-545-8920 kparker@tcs-jax.com			Trane U.S., Inc 2301 Lucien Way, Suite 430 Maitland, FL 32751 Jason Aki 321-228-8865 jtaki@trane.com		
	Rental Equipment Rates (list equipment)	**Daily**	**Weekly**	**Monthly**	Non-Responsible			**Daily**	**Weekly**	**Monthly**
	Various				Subject to industry pricing					
	20 Ton Aircooled Chiller									
	50 Ton Aircooled Chiller									
	60 Ton Aircooled Chiller							$1,510.00	$1,510.00	$4,530.00
	100 Ton Aircooled Chiller							$1,700.00	$1,700.00	$5,100.00
	155 Ton Aircooled Chiller							$2,300.00	$2,300.00	$6,900.00
	200 Ton Aircooled Chiller							$2,800.00	$2,800.00	$8,200.00
	250 Ton Aircooled Chiller							$3,400.00	$3,400.00	$10,200.00
	300 Ton Aircooled Chiller							$4,100.00	$4,100.00	$12,200.00
	400 Ton Aircooled Chiller							$5,500.00	$5,500.00	$16,300.00
	450 Ton Aircooled Chiller									
	500 Ton Aircooled Chiller							$6,200.00	$6,200.00	$18,500.00
	1 Ton Spot Cooler									
	1 Ton to 1-1/2 Ton Spot Cooler									
	3 Ton Spot Cooler									
	5 Ton Spot Cooler									
	10 Ton Spot Cooler									
	Package Unit 5 Ton									
	Package Unit 10 Ton									
	Package Unit 20 Ton									
	500 Ton Cooling Tower									
	500 Ton Watercooled Chiller									
	25 Ton Air Conditioner							$720.00	$720.00	$2,160.00
	50 Ton Air Conditioner							$1,510.00	$1,510.00	$4,530.00
	80 Ton Air Conditioner									
	50 HP Boiler									
	120 HP Boiler									
	Dehumidifier Package									
	Crane									
	Forklift									
	Duct Jack									
1.03.4	**AC Compressor Rebuilders**	**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**		**Regular Rate**	**Overtime Rate**	
	Mechanic				$90.00	$135.00		$139.00	$208.50	
	Technician				$95.00	$142.50		$139.00	$208.50	
	Journeyman				$95.00	$142.50		$139.00	$208.50	
	Helper				$60.00	$90.00		$120.00	$180.00	
	Percentage Markup (max 15%)									
	Parts & Materials Markup				15.0%			Note 2		
	Equipment Markup				15.0%			Note 1		
								Note 1: Provided discount off list rather than markup %		
								Note 2: Trane Parts 10% discount off list, other parts 15% markup		

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent

June 29, 2020

NOTICE OF INTENDED DECISION
ITB # 20-760-B-SH
HVAC Services & Repair

The Office of Procurement hereby notifies all firms of an intended decision regarding the award of the above-mentioned solicitation as outlined attached.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Please contact Sean Hynes, Buyer II at 321-633-1000 ext. 11646 or by email at hynes.sean@brevardschools.org if you should have any questions. Thank you for your continued interest in The School Board of Brevard County, Florida.

Sincerely,

Kristine Rodriguez, MBA, CPPO, CPPB
Director of Procurement and Distribution Services

School Board of Brevard County
Procurement & Distribution Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent

May 6, 2020
ITB # 20-760-B-SH
HVAC Service & Repair
Addendum #1

The original ITB documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents. The original ITB Submittal deadline shall remain the same date and time of **May 21, 2020 at 2:00 PM.**

This addendum is being issued to answer questions received after site visit.

Q1: Can the approximate budget for these services please be provided.
A1: There is an estimated annual budget of $900k for HVAC services and repairs.

Q2: As it pertains to Section 1.03.3 is this an all or none award?
A2: The School Board intends to evaluate and award **Sections 1.03.1** through **1.03.4** on an individual basis. It is unclear exactly how the award of this contract will be made, however, there is the intent to award to multiple bidders in each section. The School Board reserves the right to make an award which is in its best interest.

Q3: If on a particular request for rental equipment we do not have that unit ready for service, will we still be in compliance with the contract?
A3: It is understood that some rental equipment may not be available upon request and The School Board will not consider this a breach of any contract terms. A follow up request will be made for alternative equipment or The School Board will seek pricing from another awardee.

Q4: How many 300, 400, and 500-ton chillers are installed and at which School Board facilities?
A4: There are 35 chillers that are above 300-tons. Please review Attachment A for location.

Q5: Section 1.03.4 Letter B states "provide a replacement compressor or rebuilt School Board furnished compressor within 24 hours". What if were having to replace a helical-rotary or centrifugal chiller compressor that is not available within 24 hours? What type of compressors will the school board be furnishing?
A5: An exclusion has been added to Section 1.03.4 as noted below for custom built chiller compressors which may require a longer than 24-hour lead time. The School Board anticipates furnishing multiple types of compressors for building, repair, and replacement on an as needed basis.

Section 1.03.4 A/C Compressor Rebuilders shall be adjusted to the following:

Bidder shall hold appropriate specialty license in good standing issued by the State of Florida, as required. Bidder shall retain in their direct employ technicians with a minimum of 10 years of experience and training in rebuilding compressors to Factory Specifications for a variety of manufacturers. Bidder shall be authorized to perform work in Brevard County Florida. Scope of services shall include but not be limited to diagnosis, repair, rebuild, and install A/C compressors.

Bidder shall also be capable of performing the following additional services:

A. On-Site Rebuild – Remove and replace valve plates, oil pumps, cylinder heads, and solenoids.
B. Rebuild – Ability to provide a replacement or rebuilt School Board furnished compressor within 24 hours including pickup and delivery if needed. Custom built chiller compressors may be excluded from this requirement due to a longer than 24-hour lead time. Each rebuild request will be evaluated at time of request with the Awarded Bidder.

This addendum is being issued to add the following section to the Bid language:

2.56 E-Verify

Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

This addendum is being issued to upload the following attachment:

Attachment A – Chiller List

If you should have any questions regarding this addendum, please do not hesitate to contact me, the procurement agent responsible for this solicitation at hynes.sean@brevardschools.org or by phone at 321-633-1000 ext. 11646.

Sincerely,

Sean Hynes, Buyer II
Procurement & Distribution Services

SH

Acknowledgment of Addendum #1 by Vendor:
This addendum shall be completed by the Bidder and included with online submittal. If the submittal has already been submitted online, Bidder must edit submission to include this addendum.

This is to acknowledge receipt of this addendum, which will become part of the ITB document.

_____	_____
NAME (TYPED OR PRINTED)	TITLE
_____	_____
SIGNATURE	VENDOR NAME
_____	_____
DATE	PHONE NUMBER

ITB # 20-760-B-SH - Attachment A			
Chiller List - 300+ Tonage			
School	Type	Tonage	Quantity
Astronaut	Centrifugal	600	1
Bayside	Air Cooled Screw	400	2
Cocoa Beach	Water Cooled Screw	350	1
Cocoa HS	Centrifugal	500	2
Creel	Centrifugal	450	1
Eau Gallie	Air Cooled Screw	300	2
ESF	Centrifugal	320	2
Heritage	Air Cooled Screw	450	2
Imperial Estates	Water Cooled Screw	350	1
Longleaf	Air Cooled Screw	340	1
Meadowlane ES	Centrifugal	650	2
Melbourne	Air Cooled Screw	300	2
Merritt Island	Centrifugal	500	2
Palm Bay HS	Air Cooled Screw	400	3
Roy Allen	Air Cooled Screw	400	1
Satellite	Air Cooled Screw	300	2
Southwest	Air Cooled Screw	310	3
Stone	Water Cooled Screw	385	1
Titusville	Centrifugal	500	2
Viera	Air Cooled Screw	450	2

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

PROCUREMENT & DISTRIBUTION SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940

INVITATION TO BID

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

ITB # 20-760-B-SH: HVAC Services & Repair

ALL BIDS DUE BY: Thursday, May 21, 2020 2:00 P.M. ET

NOTE: BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-BID MEETING: N/A

PROCUREMENT CONTACT: Sean Hynes, Buyer II
Phone: 321-633-1000 ext. 11646 Email: hynes.sean@brevardschools.org

Brevard Public Schools

PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish heating, ventilation, and air conditioning services and repairs for the use of The School Board of Brevard County, Florida (School Board).

1.0 SCOPE

1.01 This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by the School Board.

1.02 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Bidder(s) shall be awarded a contract for an initial three (3) year term with an optional one (1) two (2) year renewal period.

The award term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

1.03 SERVICES TO BE PROVIDED, AND APPLICABLE SPECIFICATIONS

It is the intent of this Bid to establish the minimum requirements for multiple HVAC Bidders, licensed by the State of Florida, to perform needed service repairs and installations on an hourly basis for work $5,000 and under and lump sum for work over $5,000 at all locations throughout the School Board with the minimum specifications noted.

The School Board intends to evaluate and award Sections 1.03.1 through 1.03.4 on an individual basis. Bidders may Bid on one (1) section or any number of sections they are qualified to perform. The School Board may choose to award to multiple bidders in each section as is deemed to be in its best interest.

Bidder shall submit latest edition of AIA Contractors Qualification Statement, dated within 90 days of Bid submittal date, with notation of ***inclusions or exclusions*** to their scope of services, a listing of technician's qualifications for each scope of services provided (journeyman's license, welding or specialty equipment certifications, etc) along with any other factory training or certifications.

Bidder shall not use subcontractors to perform any work unless approved in advanced by the designated School Board representative.

1.03.1 MECHANICAL INSTALLATION, SERVICE & REPAIRS

Bidder shall hold a Class "A" or Mechanical contracting license in good standing issued by the State of Florida.

Scope of services shall include diagnosis and repair / replacement, preventative / predictive maintenance, cleaning, annual and interval inspections of HVAC systems between .5 - 500 tons capacity (non-aggregate) and / or components thereof, including but not limited to; air & water cooled chillers, cooling towers, TES, central station AHUs, interconnecting hydronic and / or refrigerant piping, direct expansion equipment, ductwork, dampers and actuators, boilers, pumps, boilers, and other associated components related to HVAC or refrigeration systems. Note: a copy of an authorized representative signed service ticket listing work performed, technician's hours on site, and materials utilized, is required for each service provided and invoiced.

1.03.2 OEM EQUIPMENT

Bidder shall hold an appropriate license in good standing, issued by the State of Florida, as required. Bidder shall be Factory Certified by OEM. Scope of services shall include but not be limited to diagnosis, repair, provide equipment, and parts (including warranty

processing) from manufacturer. A Bidder that is Factory Certified by one or more manufacturers may be considered for approval of multiple OEMs.

1.03.3 CHILLER & TEMPORARY A/C RENTAL

Bidder shall hold a license in good standing, issued by the State of Florida, as required, and be authorized to provide rental air conditioning equipment including, but not limited to, chillers / pumps (20 – 500 tons), "spot" coolers (up to 5 tons), dehumidifiers, packaged DX units (5 – 20 tons), and associated equipment to connect to School Board provided power and / or water source.

Bidder shall also possess the following:

A. Technician Qualifications – Able to connect to facility electrical, piping, and ductwork pursuant to conditions and local codes.
B. Temporary Fencing Provisions – Furnish & install temporary fencing (orange plastic fabric) around unit, pipe, and ductwork connections.

1.03.4 A/C COMPRESSOR REBUILDERS

Bidder shall hold appropriate specialty license in good standing issued by the State of Florida, as required. Bidder shall retain in their direct employ technicians with a minimum of 10 years of experience and training in rebuilding compressors to Factory Specifications for a variety of manufacturers. Bidder shall be authorized to perform work in Brevard County Florida. Scope of services shall include but not be limited to diagnosis, repair, rebuild, and install A/C compressors.

Bidder shall also be capable of performing the following additional services:

A. On-Site Rebuild – Remove and replace valve plates, oil pumps, cylinder heads, and solenoids.
B. Rebuild – Ability to provide a replacement or rebuilt School Board furnished compressor within 24 hours including pickup and delivery if needed.

1.04 CATALOG BID – N/A

1.05 DISCOUNT ADJUSTMENTS – N/A

1.06 NEW ITEMS AND/OR OPTIONS

New items and/or options may be included in this bid if they are standard items and/or options for this commodity. Items inadvertently left off the price sheet may be viewed as an option not known to exist at the time this solicitation was sent out but are now available as an additional option. Awarded Bidder(s) wishing to provide additional option's, may attach to their price sheet their list of options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market and/or building code changes occur the awarded Bidder(s) may contact Procurement about additional options.

1.07 ITEM DISCONTINUANCE – N/A

1.08 MODEL NUMBER CHANGES – N/A

1.09 DELIVERY TERMS – N/A

1.10 LABELING – N/A

1.11 DAMAGED ITEMS

In the event an item or items is received, and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded Bidder at no cost to the School Board.

1.12 INSTALLATION

Where installation is required, the awarded Bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School Board of Brevard County, Florida). The Bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Awarded Bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the Bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the awarded Bidder shall promptly restore the structure or site to its original condition. Awarded Bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

1.13 QUANTITY – N/A

1.14 ADDITIONAL QUANTITIES – N/A

1.15 QUANTITY CHANGES – N/A

1.16 GUARANTEED QUANTITIES (catalog) – N/A

1.17 METHOD OF ORDERING

Items shall be ordered via individual purchase orders or by Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

1.18 ORDERS

Schools, departments and centers of the School Board will issue purchase orders or place order by Visa purchasing card directly to the awarded Bidder(s) for the purchase of heating, ventilation, and air conditioning services ad repairs. The awarded Bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this solicitation. Each purchase order will be emailed or mailed to the awarded Bidder(s). The order should be reviewed for correct prices, catalog numbers, extensions, etc.

1.19 EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or receipts must be submitted for each purchase on Visa purchasing card.

1.20 SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

1.21 STANDARDIZATION OF ITEMS – N/A

1.22 LIQUIDATED DAMAGES

In case of failure on the part of the Bidder to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School Board

or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the contract or any extensions thereof, the School Board will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Bidder shall pay to the School Board, as liquidated damages, the sum of two hundred and fifty dollars ($250.00) for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as a penalty on the Bidder.

1.23 NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

1.24 TIME FOR COMPLETION OR DELIVERY

It is hereby understood and mutually agreed by and between parties hereto that the time of daily competition of services is an essential condition of this contract.

If said Bidder shall neglect or fail to furnish and deliver the services within time herein specified, then said Bidder does hereby agree, as part consideration for the awarding of this solicitation to pay to the School Board the sum extended by the School Board to contract like services approved by the Office of Procurement & Distribution Services for the period from the required schedule commencement date until the services covered in the Invitation to Bid is completed.

The Bidder shall, within five (5) calendar days from the beginning of such delay, notify the School Board's duly appointed representative in writing of the cause(s) of the delay.

If the Bidder shall be delayed in the completion of his work of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Bidder, the period herein above specified for the completion of services shall be extended by such time as shall be approved by the School Board's duly appointed representative.

1.25 BARRICADES

The Bidder shall provide all barricades and take all necessary precautions to protect building and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and Bidder shall provide for removal of all debris from the School Board.

1.26 PALLETIZE – N/A

1.27 MEASUREMENTS – N/A

2.0 SPECIAL TERMS & CONDITIONS

2.01 CLOSING DATE

Submittals must be received by The School Board of Brevard County, Florida, Office of Procurement & Distribution Services through VendorLink at https://www.myvendorlink.com no later than **2:00 p.m., local time, on Thursday, May 21, 2020.** Bids received after this time will not be considered.

2.02 TENTATIVE SCHEDULE

April 20, 2020 ..... Invitation to Bid Available
N/A ..... Pre-Bid Conference
May 1, 2020 ..... Deadline for Questions
May 21, 2020 ..... Bid Closing Date
June 30, 2020 ..... Planned Award Date

2.03 ELECTRONIC BID SUBMITTAL

Bidder shall submit all documents listed in **Section 3.0 – Submittal Requirements** electronically through VendorLink at https://www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com if technical difficulties arise during submission.

A. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf), or .ZIP file formats.

B. Enable printing on all files submitted.

C. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Bidder on all solicitation specifications.

D. Clearly identify each part of the submission.

E. Terms and conditions submitted by Bidder which differ from those in this solicitation shall be cause for disqualification of the Bid Submittal.

2.04 PRE-BID CONFERENCE/WALK THROUGH – N/A

2.05 PUBLIC BID OPENING

A. The Bids will not be available for public records request until a notice of intended decision is issues or thirty (30) days after bid opening date, whichever is earlier. (Florida Statute 119.071 (1) (b)).

B. The Bidder List will be available at https://www.myvendorlink.com at time of Bid opening.

C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to access the public Bidder List at https://www.myvendorlink.com should contact the Procurement Department at 321-633-1000 x11645 after the Bid opening date.

D. Individuals that would like to hear the names of Bidders read aloud during the official Bid opening may access the electronic meeting via Skype for Business at the following web address: https://meet.lync.com/brevardschools-org/hynes.sean/CLSC8F1M

2.06 QUESTIONS CONCERNING BID

A. Questions concerning any portion of this Solicitation shall be directed in writing or by e-mail to the Procurement Representative named below, who shall be the official point of contact for this Solicitation. Questions should be submitted by the question deadline date as listed above in Section 2.02, Tentative Schedule.

B. Mark cover page or envelope(s) or title email **"Questions on Bid # 20-760-B-SH: HVAC Services & Repair"**

C. Submit questions to:
Sean Hynes, Buyer II
E-mail: .....hynes.sean@brevardschools.org

2.07 CLARIFICATION AND ADDENDA

A. It is incumbent upon each Bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions are acceptable, 321-633-3618) through the Procurement Representative named above. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.

B. If it becomes necessary to revise or amend any part of this Solicitation, notice will be sent via VendorLink. **Each Bidder should ensure that all addenda and amendments to this Solicitation have been received and signed to be included with Bid submittal. Check https://www.myvendorlink.com/ for any addenda. The Procurement Department will not manually distribute any addenda.**

2.08 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Bidders who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School Board. Bidders doing business under a fictitious name, on page 1, must submit their bid using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

2.09 AWARD

The School Board reserves the right to award the solicitation to the Bidder(s) that the School Board deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The School Board is therefore not bound to accept a bid on the basis of lowest price. In addition, the School Board has the sole discretion and reserves the right to cancel this solicitation, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the School Board's best interest.

2.10 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this solicitation including copies of all certifications and licenses as detailed in **Section 1.03**. (Responsive)

B. The greatest benefits to the School Board as it pertains to: (Responsible)
   1. Total Cost.
   2. Delivery.
   3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
      a. A list of references with the bid and;
      b. A list of relevant projects completed within the last three (3) years that are the same or similar to the magnitude of this ITB.
   4. All technical specifications associated with this solicitation.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose bid represents the best overall value to the School Board when considering all evaluation factors.

2.11 OTHER AGENCIES

A. In accordance with State Board Rule 6A-1.012 (6), all Bidders awarded contracts from this solicitation may, upon mutual agreement with the other agency, permit any school board, municipality or other governmental agency, to include Public Charter Schools, to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

B. Further, it is understood that each school board or agency will issue its own purchase order to the awarded Bidder(s).

2.12 CONTRACT

A. The contents of this solicitation and all provisions of the Bidder's Acknowledgement Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

B. The Director of Procurement & Distribution Services, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.

C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed purchase order or Visa purchasing card. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the purchase order or card charges. If there is any question about the authenticity of a purchase order, card charge or change order, the Bidder should promptly contact the Procurement Department.

D. The School Board hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.

2.13 DISCLOSURE OF BID CONTENT

A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any Bid Submittal does not affect this right.

B. The School Board is governed by the Public Record Laws, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a Bidder submits Confidential Materials, the information **MUST BE** listed on Page 10 of the Standard Terms and Conditions and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Confidential Materials Acknowledgement.

PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

2.14 BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid represents that:

A. The Bidder has read and understands the Solicitation in its entirety and that the solicitation is made in accordance therewith, and;

B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;

C. Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit including five (5) years thereafter.

2.15 PAYMENT TERMS

A. **INVOICING**

The awarded Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to the "bill to" as listed on the purchase order. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified in the terms of this solicitation or a School Board purchase order. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Bidder for resolution of the discrepancies. It is the sole responsibility of the Bidder to reconcile the purchase order and the Bidder's invoice and to notify the Procurement representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order.

B. The Bidder represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Section 68.082, Florida Statutes, pertaining to false claims against the State, and/or Section 837.06, Florida Statutes, pertaining to false official statements.

C. The School Board will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

D. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest, not to exceed one percent (1%) per month, on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.

E. The School Board has the capabilities of Electronic Fund Transfer (EFT). List any additional discounts for payment using Electronic Funds Transfer (EFT) and/or any additional discounts to be applied to such payments.

F. ***By submitting a Bid (offer) to the School Board, the Bidder expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the Bidder to the School Board for any legal obligation between the Bidder and the School Board.***

G. **PARTIAL PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

H. **PAYMENT DISCOUNTS**

A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the solicitation evaluation. All bid prices must be net and not contingent on terms.

2.16 LICENSES AND CERTIFICATES

A. The School Board reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;

B. Each firm and personnel who will be performing services on behalf of the Bidder for the School Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each Bidder shall submit with their Bid a copy of and maintain the appropriate

licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

2.17 INSURANCE REQUIREMENTS

The Bidder will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 2.17.1 to 2.17.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed when totaled together will pay the contractor $50,000 or more during the fiscal year. The insurance requirements are as follows:

1. Insurance listed in 2.17.1 below is required of all contractors and Contractors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right terminate this agreement.

2. Insurance listed in 2.17.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of $25,000 are required to carry this insurance to the limit listed below.

3. Insurance listed in 2.17.3 below: Any contractor transporting School Board employees, delivering or transporting School Board owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

4. Insurance as listed in 2.17.4 below: All contractors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of $50,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

5. Insurance as listed in 2.17.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All contractors will carry and maintain policies as described in numbers 1 to 5 above and as checked off in the box to the left of each section 2.17.1 to 2.17.5 below as specifically marked by representatives of the Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the School Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board.

☒ 2.17.1. Commercial General Liability Insurance:

Negligence including Bodily Injury and Property Damage	
Per Occurrence -	$1,000,000
General Aggregate -	$2,000,000

☒ 2.17.2. Product Liability and/or Completed Operations Insurance:

Negligence Including Bodily Injury and property damage -	$1,000,000
Products – Completed Operations Aggregate -	$2,000,000

☒ 2.17.3. Automobile Liability:

Negligence Including Bodily Injury and Property Damage:	
Per Claim -	$ 500,000
Combined Single Limit (each accident) -	$1,000,000

☒ 2.17.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	$ 100,000
E.L. Disease – Each Employee	$ 100,000
E.L. Disease – Policy Limit	$ 500,000

☐ 2.17.5. Professional Liability Insurance (Errors and Omissions):

For services, goods or projects that will exceed $1,000,000 in values over a year.

Each Claim -	$1,000,000
Annual Aggregate -	$2,000,000

For services, goods or projects that will not exceed $1,000,000 in values over a year.

Each Claim -	$ 250,000
Annual Aggregate -	$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.

2.18 DAMAGES TO RENTAL EQUIPMENT

Rental Bidders agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this contract for rental of equipment. Rental Bidders also agree that the School Board shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the School Board or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Bidders further understand and agree that no employee of the School Board other than the Superintendent or School Board Chairman is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a School Board employee other than the Superintendent or School Board Chairman shall be interpreted as the School Board's acknowledgement of delivery only.

2.19 SAFETY

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.20 WAGE PRICE REDETERMINATION – N/A

2.21 PRICE REDETERMINATION - FUEL – N/A

2.22 PRICE REDETERMINATION – N/A

2.23 DEVIATIONS

All Bid Submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the Bidder by the specifications. Such deviations must be stated upon the Bid Submittal Form; otherwise the School Board will consider the subject Bid Submittal as being made in strict compliance with said specifications to Bidders, the Bidder being held therefore accountable and responsible. Bidders are hereby advised that School Board will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, **at the sole discretion of The School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the solicitation process by

affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other Bidders.

2.24 MATERIAL SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the Office of Procurement & Distribution Services and the Office of Environmental Health and Safety a Material Safety Data Sheet for any material, as may apply to this procurement.

2.25 WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded Bidder shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the Bidder to have waived any right to claims against the School Board concerning this agreement.

2.26 TERMINATION / CANCELLATION OF CONTRACT

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days' written notice.

Termination or cancellation of the contract will not relieve the Bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Bidder of any obligations or liabilities resulting from any acts committed by the Bidder prior to the termination of the contract.

The Bidder may cancel the resulting contract with **one hundred twenty (120) days' written** notice to the Director of Procurement & Distribution Services. Failure to provide proper notice may result in the Bidder being barred from future business with the School Board.

2.27 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be affected by the delivery to the Bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to Bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2.28 TERMINATION FOR DEFAULT

The School Board's representative shall notify, in writing, the Bidder of deficiencies or default in the performance of its duties under the Contract. Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God. **Termination for cause includes terminations under 287.135, F.S.**

2.29 BIDDER PERFORMANCE

BPS project personnel shall monitor Bidder's performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Bidder's history. The report and process will assist the Office of Procurement & Distribution Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Bidder from future bidding.

2.30 COLLUSION

The School Board of Brevard County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the solicitation process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents , the School Board's Professional Consultant(s), or Consultant's agents, or any School Board employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple Bids for the same work shall be cause for rejection of all Bids in which such Bidder is believed to have an interest in. Any and/or all Bids shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the School Board's Professional Consultant(s) or School Board employees. Bidders involved in developing a solicitation specification or Bidders with knowledge of solicitation specifications prior to a solicitation advertisement shall be disqualified from participating in the applicable solicitation process.

2.31 INCURRED EXPENSES

This ITB does not commit the School Board to award a contract, nor shall the School Board be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the bid called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of a contract agreement.

2.32 MINIMUM SPECIFICATIONS

The specifications listed herein are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular Bidder, but to ensure that the School Board receives quality products and services.

2.33 COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Bidder shall protect and indemnify School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Bidder shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Brevard County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

2.34 BIDDER'S PUBLIC RECORDS

Public Records Act/Chapter 119 Bidder agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

A. Bidder and its subcontractors shall keep and maintain public records required by the SBBC to perform the service.

B. Effective July 1, 2016, Bidder and its subcontractors shall upon request from the SBBS's custodian of public records, provide the SBBC 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

C. Bidder and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the 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 Bidder does not transfer the records to the SBBC; and

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

E. The parties agree that if the Bidder and its subcontractors fail to comply with a public records request, then the SBBC must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

F. IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000 EXT. 11453, recordsrequest@Brevardschools.org, THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.

2.35 LOCAL BUSINESS TAX RECEIPTS

A. Any Bidder whose permanent business location is in Brevard County shall submit with the bid a copy of their Local Business Tax Receipt (formerly known as an "Occupational License") issued to them by the Brevard County Tax Collector.

B. Any Bidder whose permanent business location is in a Florida county other than Brevard County shall submit with their bid a copy of their Local Business Tax Receipt issued to them by the tax collector of the county of their permanent business location, unless that county does not collect Local Business Taxes or issue Local Business Tax Receipts.

2.36 RECORDS & RIGHT TO AUDIT

The Bidder shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The Bidder shall retain these records for a period of five (5) years after final payment, or until the School Board audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law. At the expiration of such period, Bidder, if requested by the School Board, will turn over such records to the School Board to be kept for such time as the School Board may elect.

2.37 CHANGES IN SCOPE OF WORK/SERVICE

A. The School Board may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Chair and the Bidder.

B. If the Bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify the School Board's Representative in writing of

this belief. If the School Board's Representative believes that the particular work/service is within the scope of the contract as written, the Bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The School Board reserves the right to negotiate with the awarded Bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.38 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The School Board shall have the power to make changes in the contract as the result of changes in Florida law and/or rules of the School Board to impose new rules and regulations on the Bidder under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the Bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Bidder. In the event any future change in Federal, State or County law or the rules of the School Board materially alters the obligations of the Bidder, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Bidder, then the Bidder or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and Bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the Bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Bidder directly and demonstrably due to any modification in the contract under this clause.

2.39 RIGHT TO REQUIRE PERFORMANCE

A. The failure of the School Board at any time to require performance by the Bidder of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Bidder to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

2.40 FORCE MAJEURE

The School Board and the Bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred. Force Majeure will include epidemics and quarantine restrictions as acts of God and governmental law and regulation.

2.41 BIDDER'S PERSONNEL

During the performance of the contract, the Bidder agrees to the following:

A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each Bidder.

E. The Bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the School Board.

G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to ensure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.

H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.

I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.

K. All School Board facilities are tobacco free. The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.

L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School Board Representative(s) of all new employees promptly at time of employment. All visitors, including volunteers and Bidders, are to check in and out with the front office using the applicable software and must wear a badge indicating their visitor status. Refer to Board Policies, 9150 – School Visitors.

M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.

N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

O. The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.

P. The School Board's Representative(s) will determine how the Bidder will receive access to the facility.

Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.

R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.

S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any School Board property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this School Board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the School Board within ten (10) workdays of receiving this information.

U. The School Board is committed to the education and safety of its students and employees. To that end, any Bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

V. The Bidder shall strictly prohibit interaction between their employees and the student(s).

W. Bidder's employees may not solicit, distribute or sell products while on School Board property.

X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.

Y. The Bidder shall adhere to all of the School Board's security standards.

2.42 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School Board Standards. The required level 2 screening includes fingerprinting that must be conducted by the School Board's District and School Security Office. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

2.43 CLAIM NOTICE

The Bidder shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Bidder agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all Bidder operations at the School Board project site.

2.44 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.45 CONTRACT/BIDDER RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded Bidder shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent Bidder the awarded Bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-Bidder's wages or salaries. Benefits for same shall be the responsibility of the Bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent Bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours' individuals will perform.

The independent Bidder shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

The independent Bidder shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

2.46 BID BOND – N/A

2.47 PERFORMANCE BOND and PAYMENT BOND – N/A

2.48 FIDELITY BOND (Security related) [for security related services] – N/A

2.49 NEW MATERIAL

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the School Board Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School Board if the Buyer authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.50 DAMAGES

Due to the nature of the services to be provided and the potential impact to the School Board for loss of heating, ventilation, and air conditioning services and repairs, the Bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

2.51 CONFLICT OF INTEREST FORM

All Bidders shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.52 LITIGATION

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than $25,000.00 or which have been resolved for less than $25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, School Board, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

2.53 BID PROTESTS

Solicitation or contract award protests shall be resolved under procedures set forth in School Board policy 6320 and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110.

2.53.1 DEFINITIONS

A. "Decision or intended decision" means:
   i. the contents of a solicitation, including addenda;
   ii. a determination that a specified procurement can be made only from a single source;
   iii. rejection of a response or all responses to a solicitation; or
   iv. intention to award a contract as indicated by a posted solicitation tabulation or other written notice.

B. "Filed" means that a document has been physically received and time/date stamped by the Procurement and Distribution Services department within the time required by this policy.

C. "Person" means an individual and includes company, corporation, partnership, limited partnership, joint venture or any other legally recognized business entity.

2.53.2 NOTICE OF DECISION OR INTENDED DECISION

The Director of Procurement and Distribution Services or designee shall post notice of a decision or intended decision by electronic posting. All such notices shall contain the following statement: “Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

2.53.3 NOTICE OF PROTEST

Any person who is adversely affected by the agency decision or intended decision and intends to protest the decision or intended decision, shall file a notice of protest in writing with the Director of Procurement and Distribution Services within seventy-two (72) hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding agreements, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation.

A. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

B. The notice of protest must be actually received by the District's Procurement and Distribution Services department before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the District administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and F.S. 120.57(3).

C. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the District to identify it; and the person that intends to protest the decision.

2.53.4 FORMAL WRITTEN PROTEST

In addition to filing a notice of protest, a protesting person must file a formal written protest.

The formal written protest must be filed with the Director of Procurement and Distribution Services within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and F.S. 120.57(3). The ten (10) day period for filing the petition is not extended by service of the petition by mail.

A. The formal written protest shall be a petition that:
   i. states with particularity the facts and law upon which the protest is based;
   ii. contains all the information specified in Rule 28-106.201(2), FAC and Rule 28-106.301(2), FAC;
   iii. is substantially in the form of petition set forth in Rule 28-110.004(2), FAC, naming "The School Board of Brevard County, Florida" as the Respondent; and
   iv. should include a request for a hearing involving disputed issues of material fact; or, if the relevant facts are not in dispute, the petition should so allege and request a hearing not involving disputed issues of material fact.

B. Pursuant to Rule 28-110.004(1), FAC, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

2.53.5 PROTEST BOND

Any person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Director of Procurement and Distribution Services, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to "The School Board of Brevard County, Florida" in an amount of $25,000.00 or two percent (2%) of the estimated contract amount, whichever is greater, for projects valued over $500,000.00; and five percent (5%) of the estimated contract amount for all other projects.

A. The Director of Procurement and Distribution Services shall provide the estimated contract amount to the protester within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the District administrative offices are closed) after the filing of the notice of protest. The estimated contract amount is not subject to protest under this Policy or F.S. 120.57(3). This information may be provided as part of the decision or intended decision documents. In lieu of a bond, the Director of Procurement and Distribution Services may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

2.53.6 INFORMAL RESOLUTION MEETING

The Director of Procurement and Distribution Services shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) business days (excluding Saturdays, Sundays, and holidays when the District administrative offices are closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

A. Hearing.
If the protest is not resolved by mutual agreement within seven (7) business days (excluding Saturdays, Sundays, and holidays when the District administrative offices are closed) after receipt of the formal written protest; and

i. if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to F.S. 120.57(2) and applicable Board Policies, and may be conducted before an impartial hearing officer who is a member in good standing of The Florida Bar; or

ii. if there is a disputed issue of material fact, in accordance with F.S. 120.569, the protest shall be referred within fifteen (15) days after the Director of Procurement and Distribution Services receives the formal written protest to the Division of Administrative Hearings for a formal hearing under F.S. 120.57(1).

B. As stated in F.S. 120.57(3)(f), the burden of proof shall rest with the party protesting the proposed agency action.

C. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the Board's intended action is illegal, arbitrary, dishonest, or fraudulent.

D. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing officer or administrative law judge will conduct a de novo proceeding to determine whether the Board's proposed action is contrary to the governing statutes, the Board's Policies, or the solicitation documents. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

2.53.7 STOPPING THE PROCUREMENT PROCESS

Upon receipt of the formal written protest that has been timely filed, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

2.54 PREFERENCE TO FLORIDA BUSINESSES (Where applicable)

Effective July 1, 2012, when a School Board is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the School Board shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. F.S. 287.084(1)(a).

A Bidder whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

Please complete the form titled “Bidder’s Statement of Principal Place of Business” and include it with your submittal.

2.55 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

Contract Administrator: The School Board’s Director of Procurement & Distribution Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chair or authorized designee.

Contract: The document resulting from this solicitation between the School Board and the Bidder, including this solicitation, along with any written addenda and other written documents, which are expressly incorporated by reference.

Bidder's Project Manager: The Project Manager has responsibility for administering this contract for the awarded Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Procurement & Distribution Services for the School Board.

Exceptions to Bid: An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School Board.

School Board's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School Board and will be designated prior to award of the resulting purchase order.

Using Agency: The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School Board using supplies or procuring contractual services as provided for in the Procurement Department of the School Board.

3.0 SUBMITTAL REQUIREMENTS
(Submit in the following order)

A. Completed Bidder's Acknowledgement and agreement of the Standard Terms and Conditions.
- I. Drug Free Workplace Certification
- II. Instruction for Debarment Certification
- III. Certification Regarding Debarment
- IV. Emergency/Storm Related Catastrophe Acknowledgement
- V. Notification Regarding Public Entity Crime and Discriminatory Vendor Lists
- VI. Prohibition Against Contracting with Scrutinized Companies
- VII. Conflict of Interest
- VIII. Confidential Materials Acknowledgement

B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**

C. Completed Exhibit A: Pricing Sheet

D. List at least three (3) recent references where the proposed product has been used within the past year. Use of the attached form will aid in evaluation.

E. Certified Business Program Reciprocity Affidavit – If Applicable.

F. Bidder's Statement of Principal Place of Business – If Applicable

G. All Bidders, including predecessors or related Bidder or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, Bidder shall describe the particular circumstances giving rise to the dispute.

H. Local Business Tax Receipts

I. Current Request for Taxpayer Identification Number and Certification (Form W-9).

J. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and School Board contact person.

K. The Bidder must submit with his bid the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular workhours and after-hours, weekends, and holidays must be identified.

L. If a Bidder must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board also reserves the right to reject a bid or any Bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

M. Copies of all appropriate licenses and certifications as detailed in **Section 1.03.**

SOW REF	Category	Labor Rates (Including Burden and Overhead & Profit)		
1.03.1	**Mechanical Installation, Service & Repairs**	**Regular Rate**	**Overtime Rate**	
	Foreman			
	Mechanic			
	Technician			
	Journeyman			
	Helper			
		Percentage Markup (max 15%)		
	Equipment Markup			
	Subcontractor Markup			
	Parts and Materials Markup			
	Mobilization / Demobilization (Flat Rate)			
1.03.2	**OEM Equipment**	**Regular Rate**	**Overtime Rate**	
	Foreman			
	Mechanic			
	Technician			
	Journeyman			
	Helper			
		Percentage Markup (max 15%)		
	Equipment Markup			
	Subcontractor Markup			
	Parts and Materials Markup			
	OEM Parts & Materials Markup			
	Mobilization / Demobilization (Flat Rate)			
1.03.3	**Chiller and Temporary A/C Rental**	**Regular Rate**	**Overtime Rate**	
	Mechanic			
	Technician			
	Journeyman			
	Helper			
	Flat Rate Delivery/Removal Fee			
	Rental Equipment Rates (list equipment)	**Daily**	**Weekly**	**Monthly**

1.03.4	**AC Compressor Rebuilders**	**Regular Rate**	**Overtime Rate**	
	Mechanic			
	Technician			
	Journeyman			
	Helper			
		Percentage Markup (max 15%)		
	Parts & Materials Markup			
	Equipment Markup			

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Susan Hann, P.E., Acting Superintendent

May 2, 2023

ATTN: Jake Harrell jake@southeastserv.com
Southeast Services of CFL, Inc.
408 Main Street
Cocoa, FL 32922

RE: ITB 20-760-B-SH HVAC Services & Repair

Dear: Jake Harrell

Our current contract with your firm expires on July 21, 2023. Pending your approval, we would like to renew this contract for an additional two (2) year period. The bid's terms and conditions allow for one (1) two (2) year renewal of the contract under the same terms and conditions if agreeable to both parties.

The renewal period would begin on July 22, 2023 and expire on July 21, 2025. If you are agreeable to renewing the contract, please sign electronically below and return to the email listed below.

Please contact Latalia Weaver at 321-633-1000, ext. 11671 or by email at weaver.latalia@brevardschools.org if you should have any questions. Thank you for your past services, and we look forward to working with you in the future.

Sincerely,

Kristine Rodriguez, MBA, NIGP-CPP, CPPO, CPPB
Director of Procurement & Distribution Services

Southeast Services of CFL, Inc. agrees to a two-year renewal of 20-760-B-SH until July 21, 2025. The terms and conditions of the solicitation remain in full force and effect except for the term, which is renewed by this letter.

_____	Jake Harrell / V.P.	5/2/2023
Signature	Printed Name and Title	Date

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.J
Department:	Engineering
Requested Action:	Consideration of approving Change Order #1 to Orion Marine Construction, Inc., for the NCB4 Rehabilitation and Modernization project. Decrease PO P130655 by ($272,759.00) for the builder's risk insurance policy premium purchase by CPA. (Veronica Narvaez-Lugo/Bill Crowe)
Summary Explanation & Background: Due to financial considerations, CPA has purchased the Builder's Risk Policy for the NCB4 project. The deductive change order is for the builder's risk premium.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The deductive change order in the amount of $272,759 will be applied against the payment made by CPA for the insurance item. There will be no change to the FY23 or FY24 Capital Budget.

Attachments:

21-011C NCB4 CO#1-partially executed.pdf

CANAVERAL PORT AUTHORITY

CANAVERAL PORT AUTHORITY
NCB4 Modernization and Rehabilitation
Orion Marine Construction, Inc., PN 21-011C
CHANGE ORDER # 1

	Contract Total To Date:	**FROM:**	$38,640,717.00
JL :	2240-15064, PO: P-130655		
Item 1:	Deduct Builder's Risk Premium	**DECREASE**	($272,759.00)
		NEW CONTRACT TOTAL:	$38,367,958.00

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 20th day of September, 2023.

Inclusion of the Change Order #1 is recommended by:

William E. Crowe, P.E., MScM, PPM, Vice President, Engineering, Construction & Facilities

CANAVERAL PORT AUTHORITY

BY: _____
Kevin P. Markey, Chairman

Attest: _____
Adm. Wayne Justice
Secretary/Treasurer

Orion Marine Construction, Inc., PN 21-011C

BY: _____ Title: JORDAN WEST AREA MANAGER

Attest: _____ Title: Tyler Satterfield Project Manager

Arthur J. Gallagher Risk Management Services, LLC
Miami, FL 33156
Phone: (305)592-6080

PARRO1

Invoice # 4835153	1 of 2
ACCOUNT NUMBER	DATE
CANAPOR-01	9/6/2023
BALANCE DUE ON	AMOUNT DUE
9/6/2023	$272,759.00

Canaveral Port Authority
445 Challenger Rd, #301
Cape Canaveral, FL 32920

Gallagher
Insurance | Risk Management | Consulting

Fee in Addition to/In Lieu of PolicyNumber: 23CONSULTINGFEE Company: Arthur J Gallagher - South Florida (Boca & Miami) Effective: 9/1/2023 to 9/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31850798	9/1/2023	9/6/2023	AFEE	Consulting Services Fee	$25,000.00

Excess Property PolicyNumber: EAF66724123 Company: AXIS Surplus Insurance Company Effective: 6/1/2023 to 6/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31850789	8/24/2023	9/6/2023	ENDT	Endorsement	$1,248.00

Excess Property PolicyNumber: ESP101261801 Company: Arch Specialty Insurance Company Effective: 6/1/2023 to 6/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31850786	8/24/2023	9/6/2023	ENDT	Endorsement	$4,117.00

Commercial Package PolicyNumber: SM0647923 Company: Underwriters at Lloyd's, London Effective: 6/1/2023 to 6/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31850772	8/21/2023	9/6/2023	ENDT	Endorsement	$163,400.00

Commercial Package PolicyNumber: SM0648023 Company: Underwriters at Lloyd's, London Effective: 6/1/2023 to 6/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31850783	8/21/2023	9/6/2023	ENDT	Endorsement	$50,000.00

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

PARRO1

Canaveral Port Authority
445 Challenger Rd, #301
Cape Canaveral, FL 32920

Invoice # 4835153	
ACCOUNT NUMBER	DATE
CANAPOR-01	9/6/2023
BALANCE DUE ON	AMOUNT DUE
9/6/2023	$272,759.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
P.O. Box 39735
Chicago, IL 60694-9700

PAY ONLINE AT: WWW.AJG.COM/EZPAY

Gallagher
Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services, LLC
Miami, FL 33156
Phone: (305)592-6080

PARRO1

Invoice # 4835153	2 of 2
ACCOUNT NUMBER	DATE
CANAPOR-01	9/6/2023
BALANCE DUE ON	AMOUNT DUE
9/6/2023	$272,759.00

Canaveral Port Authority
445 Challenger Rd, #301
Cape Canaveral, FL 32920

Gallagher
Insurance | Risk Management | Consulting

Commercial Package PolicyNumber: SM0714323 Company: Underwriters at Lloyd's, London Effective: 6/1/2023 to 6/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31850781	8/21/2023	9/6/2023	ENDT	Endorsement	$28,994.00

Total Invoice Balance: $272,759.00

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

PARRO1

Canaveral Port Authority
445 Challenger Rd, #301
Cape Canaveral, FL 32920

Invoice # 4835153	
ACCOUNT NUMBER	DATE
CANAPOR-01	9/6/2023
BALANCE DUE ON	AMOUNT DUE
9/6/2023	$272,759.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
P.O. Box 39735
Chicago, IL 60694-9700

PAY ONLINE AT: WWW.AJG.COM/EZPAY

Gallagher
Insurance | Risk Management | Consulting

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.K
Department:	Engineering
Requested Action:	Consideration of approving purchase orders to Trane for seven (7) Trane rooftop units, controls and installation for a total of $660,781 and a purchase order to Insight Partners for the (1) AAON unit in the amount of $389,019. Total amount Not To Exceed $1,049,800 which includes extended warranties and a $50,000 contingency for Trane. This is pursuant to the agreement to piggyback contract HVAC Services dated 10/26/22, between CPA and Trane U.S., Inc. (AJ Jendroch/Bill Crowe)
Summary Explanation & Background: This is phase 1 of 3. The current Cruise Terminal 1 rooftop units have reached their life expectancy. This is composed of one (1) AAON unit and seven (7) Trane rooftop units. The Port will provide the 8 rooftop units to Trane. Phase 1 will add controls to the eight (8) new units being installed, provide a Trane Tracer SC+ Synchrony Control System based Building Automation System which will allow the Port to access these systems remotely. Pricing for the (7) Trane units is obtained through the OMNIA Partners/Trane Proposal #42-130199-22-002, Trane Contract #15-JLP-023. AAON Unit (1) $365,004 + $24,015 5 year parts for a total of $389,019 Trane Units (7) $116,997 + $4,153 warranty for a total of $121,150 (extends current 3-year parts and 1 year labor warranty to 5-year parts and labor warranty) Labor and Controls $489,631	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $1,049,800 is included in the FY24 Capital Budget. No change is required. Project 1640 - Cruise Terminal Equipment

Attachments:

1K Cover Page.pdf

Trane CT1 RTUs Proposal H3-130199-23-004.pdf

Trane Turnkey Proposal CT1 Upper North Roof RTU Replacements.pdf

Quote for AAON unit.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

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Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $1,049,800 is included in the FY24 Capital Budget. No change is required. Project 1640 - Cruise Terminal Equipment

Attachments:

Trane Turnkey Proposal CT1 Upper North Roof RTU Replacements.pdf

Quote for AAON unit.pdf

Trane CT1 RTUs Proposal H3-130199-23-004.pdf

Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

Prepared For:
AJ Jendroch
Director of Facilities
Canaveral Port Authority

Job Name:
CPA Cruise Terminal #1 Seven (7) Trane RTUs

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Date:
September 11, 2023

Proposal Number:
H3-228895-16441-1

COOP Quote Number:
H3-130199-23-004

COOP or Federal Contract ID:
OMNIA Partners / Trane Contract #3341

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Seven (7) Precedent Rooftop Units

Tags: RTU-8 thru RTU-14

Product Data

- DX Cooling
- Standard Efficiency
- R-410A
- 460/60/3
- Symbio 700
- Motorized Outside Air Damper
- Standard Panels with 2-in MERV 8 Filters
- Through the Base Electric
- Non-Fused Disconnect Switch
- Powered 15A Convenience Outlet
- Electric heat
- Advanced Controls and BACnet BAS
- Stainless Steel Drain Pan
- 3rd party corrosion coatings of condenser coil and unit casing

Warranty (starts at unit start-up or 6 months from shipment, whatever occurs first)

- 36 months parts
- 12 months labor
- 60-month compressor parts only

Field Installed Accessories

- Digital display zone sensor
- Roof curb adapter

Exclusions

- Installation

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Total Net Price *(Excluding Sales Tax)* ..... $ 116,997.00

Extended Warranty Add Price *(Excluding Sales Tax)* ..... $ 4,153.00

**Extends current 3-year parts and 1-year labor warranty to 5-year parts and labor warranty*

Tax Status:	Taxable Exempt	☐ ☐	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.

Respectfully,



Jason Aki
Trane U.S. Inc.
Cell: (321) 228-8865

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT**. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes., Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup**. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING., ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS),OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments**. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

Trane Turnkey Proposal

Canaveral Port Authority

CT-1 Upper North Roof RTU Replacements – Phase I



Turnkey Proposal For:
AJ Jendroch
Director of Facilities
Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office Phone: (407) 660-1111
Cell: (321) 228-8865

Proposal ID:
7418922

Date:
September 11, 2023

OMNIA Partners / Trane Contract #3341

OMNIA Partners / Trane Proposal # H3-130199-23-003

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Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with the Canaveral Port Authority and based on the site surveys performed in August 2023. **The following scope of work will apply to the Upper North Roof which includes the following owner-provided equipment: One (1) AAON OA Unit and Seven (7) Trane Rooftop Units.**

Mechanical Installation

- Disconnect high voltage electrical and low voltage control wiring, curb tie downs, and condensate drains from one (1) existing AAON OA Unit and seven (7) existing rooftop packaged units.
- Rig and hoist eight (8) existing units off roof curbs and set onto the ground via crane.
- Install seven (7) new curb adaptors on existing roof curbs and secure with self-tapping lag screws.
- Seal eight (8) existing roof curbs and/or curb adaptors with foam tape along perimeter of curbs.
- Rig and hoist one (1) new **owner-provided** AAON OA Unit and seven (7) new **owner-provided** Trane rooftop packaged units from ground onto existing roof curbs.
- Secure new units to curbs/adaptors with self-tapping lag screws around perimeter.
- Install new PVC p-traps and connect to existing condensate drains.
- Install new overflow safety shutoff switches on condensate drain pans of each new unit.
- Provide startup and ensure proper operation.
- Provide clean up and debris removal from site.
- Perform Pre- and Post-Test-and-Balance of new units.
- Mechanical Permit and Fees are included.

Electrical Installation

- Demo existing power from roof top units.
- Reroute conduit and wire to new location of unit electrical connections.
- Extend conductors as needed.
- Install junction boxes and extend wiring as necessary.
- Electrical Permit and Fees are included.

Controls Systems and Equipment

System Control General Overview

- **This Phase 1 scope will add controls to the eight (8) new units being installed on the Upper North Roof of CT-1 only.**
- Provide a Trane Tracer® SC+ & Synchrony™ Control System based Building Automation System (BAS) complete with custom graphics and SC+ software licenses for control and monitoring of the scope of work below. System interface to be web based with user access via any standard internet browser.
- Abandon the existing Siemens wiring connections to the existing OA Unit and seven (7) rooftop units.
- Provide and install the following:
  - One (1) Trane Tracer® SC+ Building Controller to serve as the building-wide interface.
  - Two (2) WCI Coordinators as part of an Air-Fi™ backbone within the high roof area of the building to avoid rewiring whenever the spaces are reconfigured, expanded, or due to controller replacement due to failure.
- Modify the existing Tracer® Ensemble™ Enterprise Building Management System graphics to facilitate a system wide communication interface.

One (1) Outdoor Air Unit (OAU-3)

- Provide and install the following:
  - BACnet® Ethernet connection to the communication interface of the factory provided microprocessor controls. (Note: Owner-provided rooftop units were identified as being provided with factory-mounted controls.)

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Seven (7) Rooftop Units (RTUs 8 ~ 14)

- Provide and install the following:
  - Seven (7) Air-Fi wireless communication interface modules for controls communication. (Note: Owner-provided rooftop units were identified as being provided with factory-mounted controls.)
  - Seven (7) Air-Fi wireless Zone sensors with Humidity.

Controls Clarifications:

- Includes up to four (4) hours of on-site system training to owner personnel.
- Floor plan CAD / PDF files to be provided by the Owner.
- Building LAN drop for the BAS system are necessary and provided by others if not in place.
- Installation based on plenum rated cable. Conduit where required by code only. Excludes special provisions of any kind to accommodate wiring located in inaccessible locations.
- Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.
- Reuse of existing Siemens 110/120-volt circuits for the Trane controls enclosures.

Controls Services Included:

- Project Management.
- Record Control Submittal.
- Control Panel(s), high and low voltage wiring installation.
- Control System Programming.
- Tracer® Ensemble™ Graphics to represent the installed equipment, including control /monitoring points for operator viewing and editing.
- Control System Operations Verification.

Controls Services Not Included:

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition.
- Any temporary controls.
- Repair or replacement of any reused existing devices or equipment being controlled.
- Pre & Post Test Balance to be provided by others.

Exclusions for both options:

- All new wiring circuits at or above 110/120 volts.
- Demolition of any kind not specifically listed above, including but not limited to, work related to the existing control system.
- Provision and or programming of computer hardware of any kind. System interface to be achieved through standard internet browser on owner provided equipment.
- Integration or point mapping to or from existing Building Automation System (BAS) of any kind. Tracer SC+ system to operate independently.
- HOA switches and potentiometers w/ LEDs on controllers.
- Trenching or directional boring of any kind.
- Furnishing, installing, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices.
- Installation of control dampers, valve bodies, flow sensors, flow meters, wells, gauges, or pressure taps.
- Furnishing, installing, or power wiring of VFDs and starters.
- Controls for any systems not listed above are excluded.

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Proposal Notes/ Clarifications

- Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.
- Price is valid for 30 Days
- This proposal does not contain any fire alarm or fire suppression work.
- This proposal does not include engineering or engineered plans.
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
- Proposal does not include "Premium Time" or Price Contingency therefor.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.

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Pricing and Acceptance

Attention:
AJ Jendroch
Director of Facilities
Canaveral Port Authority

Site:
Cruise Terminal #1

Investment:

Total Investment for this project $489,631*

**** Above pricing is based on the OMNIA Partners / Trane Contract #3341.***

Financial items not included:

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.
Cell: (321) 228-8865

Cc: Mike DiLauro – Canaveral Port Authority
John Sablone – Trane

Submitted By: **Jason Aki**	Cell: (321) 228-8865 Office: (407) 660-1111 Proposal Date: September 11, 2023
CUSTOMER ACCEPTANCE **Canaveral Port Authority**	**TRANE ACCEPTANCE** **Trane U.S. Inc.**
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CM-C1249843

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Proposal is valid 30 days from September 11, 2023

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Confidential and Proprietary Information of Trane U.S. Inc.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or

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fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

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23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

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QUOTATION

Date: 09/12/23

To: Interested Bidders
Attn: Estimating
By: Chris Hudson, 321.890.8137
chudson@insightusa.com

Project: CT1
Engineer: N/A
Based on Plans Dated: N/A

PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
AAON DX Package RTU	1	OAU-3	Included
TOTAL NET PRICE Base Bid			$365,004.00
5 Year Parts			$24,015.00

*FOB Factory, Full Freight Allowed, Tax Not Included

OAU-3 (1) *AAON*, Air-Cooled, Packaged DX Roof Top Unit, designed for 480V/3Ph/60HZ power, complete as follows:

Packaged DX RTU Features:

- Sizes 120
- 460V/3Ø/60Hz
- Interior Corrosion Protection
- R-410A VFD Compatible Scroll Compressors + Microchannel Condenser
- Air-Cooled Cond. + 6 Row Evap. Coil
- Polymer E-Coated Evap. and Cond. Coils
- Modulating - 1 VCC + 1 On/Off Comp.
- Electric Heat w/Modulating/SCR Electric - 0-10V Control Signal

Feature options:

- AAONAIRE® Energy Recovery Wheel + Bypass Damper - Total + High CFM
- Evaporator 2 Blowers + Premium Efficiency Motors + 2 Motors on 2 VFDs
- 115V Convenience Outlet - Factory Wired + Blower Aux. Contact - LVTB + Remote Start/Stop Terminals - LVTB
- Exhaust 2 Blowers + Premium Efficiency Motors + 2 Motors on 2 VFDs
- Metal Mesh OA Filter + Energy Recovery Wheel 2" Pleated EA Filter - 30% Eff
- 2" Pleated - 30% Eff
- Clogged Filter Switch + Magnehelic Gauge
- Standard - Fixed 55°F Comp. Cooling Lock Out
- HGB Lead + HGB Lag + MHGR
- VFD Condenser Fan - Variable Speed + Compressor Isolation Valves
- Power Switch - 400 amps
- Remote Safety Shutdown Terminals
- Phase & Brown Out Protection
- Control Panel Service Lights
- Cond. Coil Guards
- ETL U.S.A. Listing
- Wattmaster Controls
- Gray Paint Corrosion Resistant 2,500 Hours ASTM B117-95

Hardware Included For VCC-X Controller:

- Space Temp Sensor - Field Installed
- Supply Air Temp Sensor - Field Installed
- Space Humidity Sensor - Field Installed

AAON Warranty (RTU):

- ***One-year parts warranty on entire unit***
- Five-year compressor warranty
- Factory Assisted Startup

-This quotation is subject to change without notice and void after 15 days.
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
-F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
-Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
-Insight Partners equipment will be supplied based upon approved submittal data.
-Retainage is not allowed. Insight Partners is a material supplier and will be supplying the entire purchase order value upon delivery of equipment.
-Payment to Insight Partners cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
-Insight Partners is responsible and accountable only for the acts and omissions of Insight Partners.
-Insurance certificates and bonds can/will be provided upon request.

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.L
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of Brevard Achievement Center Enterprises LLC for PUR-RFP-23-6 Professional Custodial Services and authorize staff to execute a contract and issue a purchase order not to exceed $3,095,110.45 for fiscal year 2024. Contract term is for three years with (2) optional 1-year renewals. (Robbie Pooley / AJ Jendroch / Bill Crowe)
Summary Explanation & Background: As a result of formal solicitation PUR-RFP-23-6 Professional Custodial Services a final ranking decision ranked Brevard Achievement Center Enterprises, LLC first in all three categories. Due to the expansion in the Port, it was determined to create specific categories in the Port that each vendor could bid on all together or separately. The categories are Jetty Park and Parks, Operations (Admin. Bldgs.), and Cruise Terminals.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost. The FY24 Operating Budget includes this item. No change is required.

Attachments:

1L Cover Page.pdf

Backup_1 PUR-RFP-23-6 Selection Committee Evaluation Ranking Selections_Final Ranking.pdf

Backup_2 PUR-RFP-23-6 Proposal Scoring Summary-All Locations.pdf

Backup_3 PUR-RFP-23-6 Proposal Scoring Detail-All Locations.pdf

Backup_4 PUR-RFP-23-6 Post-Interview Scoring Summary-All Locations.pdf

Backup_5 PUR-RFP-23-6 Post-Interview Scoring Details-All Locations.pdf

Backup_6 PUR-RFP-23-6 Pricing Summary.pdf

Backup_7 PUR-RFP-23-6 Solicitation Summary.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.L
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of Brevard Achievement Center Enterprises LLC for PUR-RFP-23-6 Professional Custodial Services and authorize staff to execute a contract and issue a purchase order not to exceed $3,095,110.45 for fiscal year 2024. Contract term is for three years with (2) optional 1-year renewals. (Robbie Pooley / AJ Jendroch / Bill Crowe)
Summary Explanation & Background: As a result of formal solicitation PUR-RFP-23-6 Professional Custodial Services a final ranking decision ranked Brevard Achievement Center Enterprises, LLC first in all three categories. Due to the expansion in the Port, it was determined to create specific categories in the Port that each vendor could bid on all together or separately. The categories are Jetty Park and Parks, Operations (Admin. Bldgs.), and Cruise Terminals.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost. The FY24 Operating Budget includes this item. No change is required.

Attachments:

1L Cover Page.pdf

Backup_1 PUR-RFP-23-6 Selection Committee Evaluation Ranking Selections_Final Ranking.pdf

Backup_2 PUR-RFP-23-6 Proposal Scoring Summary-All Locations.pdf

Backup_3 PUR-RFP-23-6 Proposal Scoring Detail-All Locations.pdf

Backup_4 PUR-RFP-23-6 Post-Interview Scoring Summary-All Locations.pdf

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Backup_6 PUR-RFP-23-6 Pricing Summary.pdf

Backup_7 PUR-RFP-23-6 Solicitation Summary.pdf

CANAVERAL PORT AUTHORITY
SELECTION COMMITTEE EVALUATION & RANKING/SELECTIONS

==========

PROJECT: **PUR-RFP-23-6 Custodial Services** **Selection Committee Meeting Date & Time:** **September 13, 2023 2:00 PM**

==========

COMPANY	RANKING/SELECTIONS
Brevard Achievement Center Enterprises, LLC - Rockledge, FL	1
D&A Building Services, Inc - Longwood, FL	2
The following companies, listed alphabetically, submitted proposals but were not selected for interviews and therefore not part of the final rank:	
Clean Space, Inc - Coral Springs, FL	
FCS Facility Services - Lake Mary, FL	
Grosvenor Building Services, LLC - Orlando, FL	
Grupo Eulen - Fort Myers, FL	
Halo Building Services - Orlando, FL	
Pritchard Industries Southeast LLC - Orlando, FL	
United Maintenance Company, Inc - Chicago, IL	
Venesat - Orlando, FL	
W&G Maintenance - Palm Bay, FL	

THIS RANKING WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY BOARD OF COMMISSIONERS FOR APPROVAL AT THEIR REGULARLY SCHEDULED MEETING ON SEPTEMBER 20, 2023.

POSTED: DATE September 13, 2023 TIME 4:30 PM BY Karen Pappas, Director Procurement

****

APPROVED BY THE CANAVERAL PORT AUTHORITY

POSTED: DATE _____ TIME _____ BY _____

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Proposal Scoring Summary

Alphabetical Order	Proposing Firms - Parks										
	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Evaluator #1	88	74	70	60	71	59	65	62	59	69	49
Evaluator #2	84	75	79	73	85	73	73	75	73	64	64
Evaluator #3	100	50	65	60	65	65	40	40	60	95	45
Evaluator #4	93	78	89	67	94	84	61	55	64	64	60
Evaluator #5	75	80	70	65	73	75	80	54	65	60	65
Total	440	357	373	325	388	356	319	286	321	352	283
Ave	88	71	75	65	78	71	64	57	64	70	57
Rank	1	4	3	7	2	5	9	10	8	6	11
	Interview		Interview								

Rank Order	Proposing Firms - Parks										
	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Grosvenor Building Services, LLC - Orlando, FL	D&A Building Services, Inc - Longwood, FL	Clean Space, Inc - Coral Springs, FL	Grupo Eilen - Fort Myers, FL	Venesat - Orlando, FL	FCS Facility Services - Lake Mary, FL	United Maintenance Company, Inc - Chicago, IL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	W&G Maintenance - Palm Bay , FL
Evaluator #1	88	71	70	74	59	69	60	59	65	62	49
Evaluator #2	84	85	79	75	73	64	73	73	73	75	64
Evaluator #3	100	65	65	50	65	95	60	60	40	40	45
Evaluator #4	93	94	89	78	84	64	67	64	61	55	60
Evaluator #5	75	73	70	80	75	60	65	65	80	54	65
Total	440	388	373	357	356	352	325	321	319	286	283
Ave	88	78	75	71	71	70	65	64	64	57	57
Rank	1	2	3	4	5	6	7	8	9	10	11
	Interview		Interview								

Alphabetical Order	Proposing Firms - Operations										
	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Evaluator #1	88	74	70	60	71	59	65	62	59		49
Evaluator #2	88	75	81	79	85	73	73	69	77		67
Evaluator #3	95	35	70	55	65	45	40	50	40		35
Evaluator #4	96	76	90	70	91	81	62	58	65		61
Evaluator #5	75	80	70	65	73	75	80	54	65		65
Total	442	340	381	329	385	333	320	293	306	0	277
Ave	88	68	76	66	77	67	64	59	61		55
Rank	1	4	3	6	2	5	7	9	8	No Bid	10
	Interview		Interview								

Rank Order	Proposing Firms - Operations										
	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Grosvenor Building Services, LLC - Orlando, FL	D&A Building Services, Inc - Longwood, FL	Clean Space, Inc - Coral Springs, FL	Grupo Eilen - Fort Myers, FL	FCS Facility Services - Lake Mary, FL	Halo Building Services - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Pritchard Industries Southeast LLC - Orlando, FL	W&G Maintenance - Palm Bay , FL	Venesat - Orlando, FL
Evaluator #1	88	71	70	74	59	60	65	59	62	49	
Evaluator #2	88	85	81	75	73	79	73	77	69	67	
Evaluator #3	95	65	70	35	45	55	40	40	50	35	
Evaluator #4	96	91	90	76	81	70	62	65	58	61	
Evaluator #5	75	73	70	80	75	65	80	65	54	65	
Total	442	385	381	340	333	329	320	306	293	277	0
Ave	88.40	77.00	76.20	68.00	66.60	65.80	64	61.2	58.6	55.4	
Rank	1	2	3	4	5	6	7	8	9	10	No Bid
	Interview		Interview								

Alphabetical Order	Proposing Firms - Cruise Terminals										
	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Evaluator #1	88	74	70	60	71	59	65	62	59		49
Evaluator #2	92	69	80	79	84	72	73	70	73		66
Evaluator #3	100	65	90	55	55	70	40	50	50		45
Evaluator #4	92	72	89	73	92	83	64	61	63		61
Evaluator #5	70	80	70	75	85	65	80	75	75		70
Total	442	360	399	342	387	349	322	318	320	0	291
Ave	88	72	80	68	77	70	64	64	64		58
Rank	1	4	2	6	3	5	7	9	8	No Bid	10
	Interview		Interview								

Rank Order	Proposing Firms - Cruise Terminals										
	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL	Grosvenor Building Services, LLC - Orlando, FL	Clean Space, Inc - Coral Springs, FL	Grupo Eilen - Fort Myers, FL	FCS Facility Services - Lake Mary, FL	Halo Building Services - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Pritchard Industries Southeast LLC - Orlando, FL	W&G Maintenance - Palm Bay , FL	Venesat - Orlando, FL
Evaluator #1	88	70	71	74	59	60	65	59	62	49	
Evaluator #2	92	80	84	69	72	79	73	73	70	66	
Evaluator #3	100	90	55	65	70	55	40	50	50	45	
Evaluator #4	92	89	92	72	83	73	64	63	61	61	
Evaluator #5	70	70	85	80	65	75	80	75	75	70	
Total	442	399	387	360	349	342	322	320	318	291	0
Ave	88.40	79.80	77.40	72.00	69.80	68.40	64.4	64	63.6	58.2	
Rank	1	2	3	4	5	6	7	8	9	10	No Bid
	Interview	Interview									

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Proposal Scoring Detail
Location Category - Jetty Park & Parks

Evaluator #1	**Proposing Firm**											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes-No General info	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 3 - Qualifications and Experience	20	17	15	12	5	14	15	5	12	11	7	7
Tab 4 - Staffing	25	24	18	17	18	16	19	20	9	10	19	10
Tab 5 - References	10	7	10	10	5	10	5	10	10	5	10	10
Tab 6 - Location	15	15	10	11	9	10	5	9	10	10	12	10
Tab 7 - Pricing	30	25	21	20	23	21	15	21	21	23	21	12
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC	Y-NC	No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes, only for 20 employees	Yes	Yes	Yes	Yes	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
TOTAL POINTS	100	88	74	70	60	71	59	65	62	59	69	49
Presentations	20											
GRAND TOTAL	120	88	74	70	60	71	59	65	62	59	69	49

Evaluator #2	**Proposing Firm**											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes-No General info	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 3 - Qualifications and Experience	20	18	13	17	13	19	15	14	16	15	14	13
Tab 4 - Staffing	25	23	17	22	21	22	20	19	13	18	15	13
Tab 5 - References	10	9	8	9	9	9	9	8	9	9	7	8
Tab 6 - Location	15	14	10	13	11	12	8	6	9	7	6	5
Tab 7 - Pricing	30	20	27	18	19	23	21	26	28	24	22	25
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
TOTAL POINTS	100	84	75	79	73	85	73	73	75	73	64	64
Presentations	20											
GRAND TOTAL	120	84	75	79	73	85	73	73	75	73	64	64

Evaluator #3	**Proposing Firm**											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes-No General info	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	20	20	10	10	10	5	10	20	20	10
Tab 4 - Staffing	25	25	10	15	25	10	10	10	5	10	25	10
Tab 5 - References	10	10	10	10	10	10	10	5	10	10	10	10
Tab 6 - Location	15	15	5	10	5	5	5	5	5	5	10	5
Tab 7 - Pricing	30	30	5	10	10	30	30	15	10	15	30	10
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
TOTAL POINTS	100	100	50	65	60	65	65	40	40	60	95	45
Presentations	20											
GRAND TOTAL	120	100	50	65	60	65	65	40	40	60	95	45

Evaluator #4	**Proposing Firm**											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes-No General info	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	12	18	2	20	18	8	13	8	5	7
Tab 4 - Staffing	25	25	18	25	20	24	22	10	2	8	10	5
Tab 5 - References	10	10	10	10	10	10	10	10	10	10	10	10
Tab 6 - Location	15	15	8	15	13	13	10	7	10	10	14	9
Tab 7 - Pricing	30	23	30	21	22	27	24	26	20	28	25	29
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
TOTAL POINTS	100	93	78	89	67	94	84	61	55	64	64	60
Presentations	20											
GRAND TOTAL	120	93	78	89	67	94	84	61	55	64	64	60

Evaluator #5	**Proposing Firm**											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes-No General info	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 3 - Qualifications and Experience	20	15	20	20	15	20	19	15	19	15	15	15
Tab 4 - Staffing	25	20	20	20	20	15	25	20	10	10	10	20
Tab 5 - References	10	10	10	10	10	9	6	10	5	5	5	5
Tab 6 - Location	15	15	10	5	5	10	5	10	10	10	10	5
Tab 7 - Pricing	30	15	20	15	15	19	20	25	10	25	20	20
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
TOTAL POINTS	100	75	80	70	65	73	75	80	54	65	60	65
Presentations	20											
GRAND TOTAL	120	75	80	70	65	73	75	80	54	65	60	65

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Proposal Scoring Detail
Location Category - Operations

Evaluator #1	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	17	15	12	5	14	15	5	12	11		7
Tab 4 - Staffing	25	24	18	17	18	16	19	20	9	10		10
Tab 5 - References	10	7	10	10	5	10	5	10	10	5		10
Tab 6 - Location	15	15	10	11	9	10	5	9	10	10		10
Tab 7 - Pricing	30	25	21	20	23	21	15	21	21	23		12
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes, only for 20 employees	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	88	74	70	60	71	59	65	62	59	0	49
Presentations	20											
GRAND TOTAL	120	88	74	70	60	71	59	65	62	59	0	49

Evaluator #2	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	18	13	17	13	19	15	14	16	15		13
Tab 4 - Staffing	25	23	17	22	21	22	20	19	13	18		13
Tab 5 - References	10	9	8	9	9	9	9	8	9	9		8
Tab 6 - Location	15	14	10	13	11	12	8	6	9	7		5
Tab 7 - Pricing	30	24	27	20	25	23	21	26	22	28		28
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	88	75	81	79	85	73	73	69	77	0	67
Presentations	20											
GRAND TOTAL	120	88	75	81	79	85	73	73	69	77	0	67

Evaluator #3	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	20	10	20	10	15	15	15	15	15		10
Tab 4 - Staffing	25	25	5	25	10	10	10	10	10	5		5
Tab 5 - References	10	10	10	10	10	10	10	5	10	10		10
Tab 6 - Location	15	15	5	10	5	5	5	5	5	5		5
Tab 7 - Pricing	30	25	5	5	20	25	5	5	10	5		5
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	95	35	70	55	65	45	40	50	40	0	35
Presentations	20											
GRAND TOTAL	120	95	35	70	55	65	45	40	50	40	0	35

Evaluator #4	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	20	12	18	2	20	18	8	13	8		7
Tab 4 - Staffing	25	25	18	25	20	24	22	10	2	8		5
Tab 5 - References	10	10	10	10	10	10	10	10	10	10		10
Tab 6 - Location	15	15	8	15	13	13	10	7	10	10		9
Tab 7 - Pricing	30	26	28	22	25	24	21	27	23	29		30
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	96	76	90	70	91	81	62	58	65	0	61
Presentations	20											
GRAND TOTAL	120	96	76	90	70	91	81	62	58	65	0	61

Evaluator #5	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	15	20	20	15	20	19	15	19	15		15
Tab 4 - Staffing	25	20	20	20	20	15	25	20	10	10		20
Tab 5 - References	10	10	10	10	10	9	6	10	5	5		5
Tab 6 - Location	15	15	10	5	5	10	5	10	10	10		5
Tab 7 - Pricing	30	15	20	15	15	19	20	25	10	25		20
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	75	80	70	65	73	75	80	54	65	0	65
Presentations	20											
GRAND TOTAL	120	75	80	70	65	73	75	80	54	65	0	65

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Proposal Scoring Detail
Location Category - Cruise Terminals

Evaluator #1	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	17	15	12	5	14	15	5	12	11		7
Tab 4 - Staffing	25	24	18	17	18	16	19	20	9	10		10
Tab 5 - References	10	7	10	10	5	10	5	10	10	5		10
Tab 6 - Location	15	15	10	11	9	10	5	9	10	10		10
Tab 7 - Pricing	30	25	21	20	23	21	15	21	21	23		12
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes, only for 20 employees	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	88	74	70	60	71	59	65	62	59	0	49
Presentations	20											
GRAND TOTAL	120	88	74	70	60	71	59	65	62	59	0	49

Evaluator #2	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	18	13	17	13	19	15	14	16	15		13
Tab 4 - Staffing	25	23	17	22	21	22	20	19	13	18		13
Tab 5 - References	10	9	8	9	9	9	9	8	9	9		8
Tab 6 - Location	15	14	10	13	11	12	8	6	9	7		5
Tab 7 - Pricing	30	28	21	19	25	22	20	26	23	24		27
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	92	69	80	79	84	72	73	70	73	0	66
Presentations	20											
GRAND TOTAL	120	92	69	80	79	84	72	73	70	73	0	66

Evaluator #3	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	20	10	15	20	15	15	10	15	15		10
Tab 4 - Staffing	25	25	25	25	10	10	10	10	10	10		10
Tab 5 - References	10	10	10	10	10	10	10	5	10	10		10
Tab 6 - Location	15	15	5	10	5	5	5	5	5	5		5
Tab 7 - Pricing	30	30	15	30	10	15	30	10	10	10		10
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	100	65	90	55	55	70	40	50	50	0	45
Presentations	20											
GRAND TOTAL	120	100	65	90	55	55	70	40	50	50	0	45

Evaluator #4	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	20	12	18	2	20	18	8	13	8		7
Tab 4 - Staffing	25	25	18	25	20	24	22	10	2	8		5
Tab 5 - References	10	10	10	10	10	10	10	10	10	10		10
Tab 6 - Location	15	15	8	15	13	13	10	7	10	10		9
Tab 7 - Pricing	30	22	24	21	28	25	23	29	26	27		30
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	92	72	89	73	92	83	64	61	63	0	61
Presentations	20											
GRAND TOTAL	120	92	72	89	73	92	83	64	61	63	0	61

Evaluator #5	Proposing Firm											
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eilen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 3 - Qualifications and Experience	20	15	20	20	15	20	20	15	15	15		15
Tab 4 - Staffing	25	10	20	25	20	25	20	25	25	25		20
Tab 5 - References	10	15	10	10	10	10	5	10	5	5		5
Tab 6 - Location	15	15	10	5	5	10	5	10	10	10		5
Tab 7 - Pricing	30	15	20	10	25	20	15	20	20	20		25
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Y-NC	Yes	Y-NC		No
Tab 9 - Business Structure	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No
TOTAL POINTS	100	70	80	70	75	85	65	80	75	75	0	70
Presentations	20											
GRAND TOTAL	120	70	80	70	75	85	65	80	75	75	0	70

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Post-Interview Scoring Summary - All Locations

Alphabetical Order	Proposing Firms - Parks	
Selection Criteria	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Evaluator #1	106	89
Evaluator #2	99	91
Evaluator #3	115	75
Evaluator #4	111	104
Evaluator #5	90	88
Total	521	447
Ave	104	89
Rank	1	2

Alphabetical Order	Proposing Firms - Operations	
Selection Criteria	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Evaluator #1	106	89
Evaluator #2	103	93
Evaluator #3	113	85
Evaluator #4	114	105
Evaluator #5	93	85
Total	529	457
Ave	106	91
Rank	1	2

Alphabetical Order	Proposing Firms - Cruise Terminals	
Selection Criteria	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Evaluator #1	106	89
Evaluator #2	107	92
Evaluator #3	118	105
Evaluator #4	110	101
Evaluator #5	87	87
Total	528	474
Ave	106	95
Rank	1	2

Total All Locations	1578	1378

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Post-Interview Scoring Details - Parks
areas, enter the points earned. Form will total each firms points automatically.

Evaluator #1		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	17	12
Tab 4 - Staffing	25	24	17
Tab 5 - References	10	7	10
Tab 6 - Location	15	15	11
Tab 7 - Pricing	30	25	20
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	88	70
Presentations	20	18	19
GRAND TOTAL	120	106	89

Evaluator #2		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	18	17
Tab 4 - Staffing	25	23	22
Tab 5 - References	10	9	9
Tab 6 - Location	15	14	13
Tab 7 - Pricing	30	20	18
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	84	79
Presentations	20	15	12
GRAND TOTAL	120	99	91

Evaluator #3		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	20
Tab 4 - Staffing	25	25	15
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	10
Tab 7 - Pricing	30	30	10
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	100	65
Presentations	20	15	10
GRAND TOTAL	120	115	75

Evaluator #4		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	18
Tab 4 - Staffing	25	25	25
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	15
Tab 7 - Pricing	30	23	21
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	93	89
Presentations	20	18	15
GRAND TOTAL	120	111	104

Evaluator #5		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	15	20
Tab 4 - Staffing	25	20	20
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	5
Tab 7 - Pricing	30	15	15
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	75	70
Presentations	20	15	18
GRAND TOTAL	120	90	88

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Post-Interview Scoring Details - Operations
areas, enter the points earned. Form will total each firms points automatically.

Evaluator #1	Proposing Firm		
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	17	12
Tab 4 - Staffing	25	24	17
Tab 5 - References	10	7	10
Tab 6 - Location	15	15	11
Tab 7 - Pricing	30	25	20
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	88	70
Presentations	20	18	19
GRAND TOTAL	120	106	89

Evaluator #2	Proposing Firm		
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	18	17
Tab 4 - Staffing	25	23	22
Tab 5 - References	10	9	9
Tab 6 - Location	15	14	13
Tab 7 - Pricing	30	24	20
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	88	81
Presentations	20	15	12
GRAND TOTAL	120	103	93

Evaluator #3	Proposing Firm		
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	20
Tab 4 - Staffing	25	25	25
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	10
Tab 7 - Pricing	30	25	5
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	95	70
Presentations	20	18	15
GRAND TOTAL	120	113	85

Evaluator #4	Proposing Firm		
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	18
Tab 4 - Staffing	25	25	25
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	15
Tab 7 - Pricing	30	26	22
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	96	90
Presentations	20	18	15
GRAND TOTAL	120	114	105

Evaluator #5	Proposing Firm		
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	15	20
Tab 4 - Staffing	25	20	20
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	5
Tab 7 - Pricing	30	15	15
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	75	70
Presentations	20	18	15
GRAND TOTAL	120	93	85

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Post-Interview Scoring Details - Cruise Terminals
areas, enter the points earned. Form will total each firms points automatically.

Evaluator #1		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	17	12
Tab 4 - Staffing	25	24	17
Tab 5 - References	10	7	10
Tab 6 - Location	15	15	11
Tab 7 - Pricing	30	25	20
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	88	70
Presentations	20	18	19
GRAND TOTAL	120	106	89

Evaluator #2		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	18	17
Tab 4 - Staffing	25	23	22
Tab 5 - References	10	9	9
Tab 6 - Location	15	14	13
Tab 7 - Pricing	30	28	19
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	92	80
Presentations	20	15	12
GRAND TOTAL	120	107	92

Evaluator #3		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	15
Tab 4 - Staffing	25	25	25
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	10
Tab 7 - Pricing	30	30	30
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	100	90
Presentations	20	18	15
GRAND TOTAL	120	118	105

Evaluator #4		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	20	18
Tab 4 - Staffing	25	25	25
Tab 5 - References	10	10	10
Tab 6 - Location	15	15	15
Tab 7 - Pricing	30	22	21
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	92	89
Presentations	20	18	12
GRAND TOTAL	120	110	101

Evaluator #5		Proposing Firm	
Selection Criteria	Maximum Points	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	D&A Building Services, Inc - Longwood, FL
Tab 1 - General Information and Table of Contents	Non-scored	Yes	Yes
Tab 2 - Letter of Introduction	Non-scored	Yes	Yes
Tab 3 - Qualifications and Experience	20	15	20
Tab 4 - Staffing	25	10	25
Tab 5 - References	10	15	10
Tab 6 - Location	15	15	5
Tab 7 - Pricing	30	15	10
Tab 8 - Insurance	Non-scored	Y-NC	Y-NC
Tab 9 - Business Structure	Non-scored	Yes	Yes
Tab 10 - Non-Collusion Clause	Non-scored	Yes	Yes
Tab 11 - Public Entity Crimes	Non-scored	Yes	Yes
Tab 12 - Conflict of Interest Disclosure Form	Non-scored	Yes	Yes
Tab 13 - Certificate Regarding Debarment	Non-scored	Yes	Yes
Tab 14 - Financial Statement	Non-scored	Yes	Yes
TOTAL POINTS	100	70	70
Presentations	20	17	17
GRAND TOTAL	120	87	87

Canaveral Port Authority
PUR-RFP-23-6 Custodial Services
Pricing Summary per Location Category

	Brevard Achievement Center Enterprises, LLC - Rockledge, FL	Clean Space, Inc - Coral Springs, FL	D&A Building Services, Inc - Longwood, FL	FCS Facility Services - Lake Mary, FL	Grosvenor Building Services, LLC - Orlando, FL	Grupo Eulen - Fort Myers, FL	Halo Building Services - Orlando, FL	Pritchard Industries Southeast LLC - Orlando, FL	United Maintenance Company, Inc - Chicago, IL	Venesat - Orlando, FL	W&G Maintenance - Palm Bay , FL
Jetty Park & Parks	302,874.92	169,859.00	392,671.12	375,358.70	278,064.00	296,257.68	218,995.44	44,519.30	253,039.77	287,500.00	227,820.00
Operations	274,972.83	170,203.20	389,712.19	259,108.03	278,064.00	347,654.04	201,934.20	311,635.13	138,821.03	No Bid	131,904.00
Exploration Tower	54,661.13	39,320.64	59,218.32	88,119.51	70,344.00	492,371.40	41,605.44	47,500.00	48,048.58	59,400.00	41,904.00
Cruise Terminals	2,462,601.57	2,087,646.72	2,678,990.89	1,702,826.83	2,035,608.00	2,343,442.32	1,598,345.88	1,869,810.77	1,804,506.67	No Bid	1,586,400.00
Total	3,095,110.45	2,467,029.56	3,520,592.52	2,425,413.07	2,662,080.00	3,479,725.44	2,060,880.96	2,273,465.20	2,244,416.05	346,900.00	1,988,028.00

Special Event Rate	26.29	25.00	27.28	31.95	33.79	25.00	28.32	27.95	27.50	22.80	19.00

CANVERAL PORT AUTHORITY
SOLICITATION SUMMARY

Solicitation Number & Name:

PUR-RFP-23-6 Custodial Services

Advertising:

Florida Today newspaper, Brevard edition: August 11, 18 & 25, 2023

Posted to Website (http://www.portcanaveral.com/Business-With-Us/Current-Solicitations):

August 14, 2023

Posted to VendorLink.com (CPA bidding portal):

August 18, 2023

Vendors Notified Via VendorLink of Solicitation Release

708

VendorLink Registered Planholders: (vendors who downloaded the solicitation documents)

61

Bids/Proposals Received:

Eleven

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.M
Department:	Engineering
Requested Action:	Consideration of approving Change Order #1 to RUSH Marine, LLC, for the NCB3 Rehabilitation and Modernization project. Decrease PO P128290 by ($20,957,170.05) for owner direct purchases and deduct ($1,454,224.58) for unused contingency funds. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: During each project, contract modifications are required to keep each project current and to close those projects out that have been completed. The above changes are final or progress changes in scope and costs to keep all contracts current. Staff requests approval of the above change order for owner direct purchases and unused contingency.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

1M Cover Page.pdf

20-008 NCB3 CO#1.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	1.M
Department:	Engineering
Requested Action:	Consideration of approving Change Order #1 to RUSH Marine, LLC, for the NCB3 Rehabilitation and Modernization project. Decrease PO P128290 by ($20,957,170.05) for owner direct purchases and deduct ($1,454,224.58) for unused contingency funds. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: During each project, contract modifications are required to keep each project current and to close those projects out that have been completed. The above changes are final or progress changes in scope and costs to keep all contracts current. Staff requests approval of the above change order for owner direct purchases and unused contingency.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

20-008 NCB3 CO#1.pdf

CANAVERAL PORT AUTHORITY
NCB3 Modernization and Rehabilitation Project
RUSH Marine, LLC., PN 20-008
CHANGE ORDER # 1

	Contract Total To Date:	**FROM:**	$48,070,447.47
JL :	2241-15073, PO: P-128290		
Item 1:	Deduct Owner Direct Purchases	**DECREASE**	**(20,957,170.05)**
Item 2:	Deduct Unused Contingency Funds	**DECREASE**	**(1,454,224.58)**
		NEW CONTRACT TOTAL:	$25,659,052.84

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 20th day of September, 2023.

Inclusion of the Change Order #1 is recommended by:

William E. Crowe, P.E., PPM, MScM, Vice President, Engineering, Construction & Facilities

CANAVERAL PORT AUTHORITY

BY: _____
Kevin P. Markey, Chairman

Attest: _____
Adm. Wayne Justice
Secretary/Treasurer

RUSH Marine, LLC., PN 20-008

BY: _____
Title:

Attest: _____
Title:

Owner Direct Purchase Project Close Out

General Contractor: RUSH Marine, LLC
Project Name: NCB3 Modernizaton and Rehabilitation
Contract Number: PUR-RFP-23-1
Project Number: 20-008

Vendor Name	PO #	Materials	Freight	Sales Tax/ Use Tax	Brevard County Surtax	Total Paid
Gate Precast Concrete	P128384	$ 1,216,781.19	$ -	$ 73,006.86	$ 50.00	$ 1,289,838.05
JD Fields	P128385	$ 4,719,510.00	$ 1,116,766.66	$ 283,170.60	$ 50.00	$ 6,119,497.26
JD Fields	P128386	$ 620,171.94	$ -	$ 37,210.32	$ 50.00	$ 657,432.26
JD Fields	P128387	$ 8,864,950.58	$ 891,766.65	$ 531,897.04	$ 50.00	$ 10,288,664.27
Skyline Steel	P128405	$ 345,726.45	$ 12,594.41	$ 20,743.59	$ 50.00	$ 379,114.45
Graybar	P128514	$ 19,682.00	$ -	$ 1,180.91	$ 50.00	$ 20,912.91
Lindsay Precast	P128517	$ 72,567.00	$ -	$ 4,354.02	$ 50.00	$ 76,971.02
Morse Comm	P128519	$ 54,792.70	$ -	$ 3,287.56	$ 50.00	$ 58,130.26
MUSCO Sports Light	P128520	$ 152,000.00	$ -	$ 9,120.00	$ 50.00	$ 161,170.00
DuMoore Ssytems	P129000	$ 148,893.00	$ 10,750.00	$ 8,933.58	$ 50.00	$ 168,626.58
County Materials	P129051	$ 223,646.40	$ -	$ 13,418.72	$ 50.00	$ 237,115.12
Mack Concrete	P129092	$ 249,156.00	$ -	$ 14,949.36	$ 50.00	$ 264,155.36
Fortiline	P129107	$ 180,710.92	$ -	$ 10,842.65	$ 50.00	$ 191,603.57
Trellborg	P129402	$ 918,999.00	$ 69,750.00	$ 55,139.94	$ 50.00	$ 1,043,938.94
TOTALS		17,787,587.18	2,101,627.72	1,067,255.15	700.00	20,957,170.05

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	2.A
Department:	Human Resources
Requested Action:	Consideration of approving the Guest Service Relations ("GSR") Wage Reopener ratification to Articles 26 and 32 of the Collective Bargaining Agreement ("CBA") between the Canaveral Port Authority and Transport Workers Union of America, Local 525, AFL-CIO ("Union)
Summary Explanation & Background: CPA and the Union have met pursuant to the wage reopener contained in Article 32, Section 3 of the CBA. CPA and the Union tentatively agreed on September 7, 2023, to a single wage increase of 5% across the board for both classifications contained within the CBA, which will begin in the paycheck dated October 6, 2023. The TWU members covered under this CBA voted and approved the Tentative Agreement on September 11, 2023. The Port's employment attorney has reviewed the terms of the agreement.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	Funding Review by Finance (Michael Poole) This item relates to an operational cost. The FY24 Operating Budget includes funding fir this.

Attachments:

2A Cover Page.pdf

Memorandum of Understanding.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	2.A
Department:	Human Resources
Requested Action:	Consideration of approving the Guest Service Relations ("GSR") Wage Reopener ratification to Articles 26 and 32 of the Collective Bargaining Agreement ("CBA") between the Canaveral Port Authority and Transport Workers Union of America, Local 525, AFL-CIO ("Union)
Summary Explanation & Background: CPA and the Union have met pursuant to the wage reopener contained in Article 32, Section 3 of the CBA. CPA and the Union tentatively agreed on September 7, 2023, to a single wage increase of 5% across the board for both classifications contained within the CBA, which will begin in the paycheck dated October 6, 2023. The TWU members covered under this CBA voted and approved the Tentative Agreement on September 11, 2023. The Port's employment attorney has reviewed the terms of the agreement.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	Funding Review by Finance (Michael Poole) This item relates to an operational cost. The FY24 Operating Budget includes funding fir this.

Attachments:

Memorandum of Understanding.pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the Canaveral Port Authority ("CPA") and the Transport Workers Union of America, Local 525, AFL-CIO ("TWU" or "Union") (CPA and Union collectively the "Parties").

WHEREAS, the Parties entered into a Collective Bargaining Agreement ("CBA") effective December 7, 2022 through September 30, 2024;

WHEREAS, the Union is the exclusive collective bargaining representative for the designated unit set forth in Article 1 of the CBA;

WHEREAS, CPA and the Union have met pursuant to the wage reopener contained in Article 32, Section 3 of the CBA; and

WHEREAS, CPA and the Union have reached a tentative agreement on a new wage for the employees set forth in Article 1 of the CBA.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in furtherance of resolution of this issue at hand, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Wage Reopener.** On September 11, 2023, the membership represented by the CBA ratified the single wage increase of 5% across the board for all classifications contained within the CBA, which will begin in the paycheck dated October 6, 2023, subject to Commission approval (anticipated during the commission meeting scheduled for September 20, 2023).

3. This Memorandum of Understanding is made and entered into on a non-precedent setting basis. In all other respects, the CBA remain in full force and effect.

Dated: September 13th, 2023

TRANSPORT WORKERS UNION OF AMERICA, LOCAL 525, AFL-CIO

By: Kevin P. Smith

Kevin P. Smith, President

Dated: September 14, 2023

CANAVERAL PORT AUTHORITY

By: Amanda Brailsford-Urbina
Amanda Brailsford-Urbina (Sep 14, 2023 08:20 EDT)

Amanda Brailsford-Urbina, VP, Human Resources, Recreation and Customer Experience

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.A
Department:	Public Safety
Requested Action:	Consideration of approving an amendment to Amended and Restated Agreement for Services between the Canaveral Port Authority and Cape Canaveral Volunteer Fire Department for fire protection, training, and fire boat operation to reflect FY2024 budget in the amount of $2,687,130.00 and lifeguard services to reflect FY2024 budget in the amount of $170,749. (Peter Bergeron/Chief Dave Sargeant)
Summary Explanation & Background: In March 2015 CPA entered into an Amended and Restated Agreement with a ten-year term which requires an annual renegotiation of rates prior to the new fiscal year. For FY2024 the base contract for fire protection will have an increase of $380,648 due to an increase in health insurance and increasing the minimum wage to $15 per hour. Lifeguard services will have an increase of $12,390 also due to an increase in health insurance and increasing the minimum wage to $15 per hour.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

3A Cover Page.pdf

Public Safety_Backup Fire Protection and Lifeguard Services FY24 Agreement.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.A
Department:	Public Safety
Requested Action:	Consideration of approving an amendment to Amended and Restated Agreement for Services between the Canaveral Port Authority and Cape Canaveral Volunteer Fire Department for fire protection, training, and fire boat operation to reflect FY2024 budget in the amount of $2,687,130.00 and lifeguard services to reflect FY2024 budget in the amount of $170,749. (Peter Bergeron/Chief Dave Sargeant)
Summary Explanation & Background: In March 2015 CPA entered into an Amended and Restated Agreement with a ten-year term which requires an annual renegotiation of rates prior to the new fiscal year. For FY2024 the base contract for fire protection will have an increase of $380,648 due to an increase in health insurance and increasing the minimum wage to $15 per hour. Lifeguard services will have an increase of $12,390 also due to an increase in health insurance and increasing the minimum wage to $15 per hour.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

Public Safety_Backup Fire Protection and Lifeguard Services FY24 Agreement.pdf

AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS AMENDMENT is entered into this _____ day of September, 2023 (the "**Amendment**"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, hereinafter referred to as the "**Port**", and the **CAPE CANAVERAL VOLUNTEER FIRE DEPARTMENT, INC**., a Florida non-profit corporation, hereinafter referred to as the "**Corporation**".

W I T N E S S E T H :

WHEREAS, the Port and the Corporation have entered into that certain Amended and Restated Agreement for Services dated March 18, 2015 (the "**Agreement**"), which Agreement is for a term of ten (10) years;

WHEREAS, said Agreement requires the Port and the Corporation to annually re-negotiate the base contract price during the term of the Agreement; and

WHEREAS, the Parties have agreed to a revised base contract price for the period of October 1, 2023 through September 30, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals**. The Parties agree the above recitals are true and correct and incorporated into the body of this Amendment by this reference.

2. **Price Revision**. Paragraph 14 of the Agreement is amended to read as follows:

"The Port agrees that in return for services specified herein, it will pay the Corporation the base contract price of $2,687,130.00 annually, and an additional sum for lifeguard services of $170,749.00 annually. The compensation provided for herein shall be paid monthly in the sum of $238,156.58 per month commencing on the first day of October 2023 and continuing on the first day of each month thereafter. The base contract price for each successive year of this Agreement shall be renegotiated by the Parties annually. The Parties shall mutually cooperate to complete the renegotiation by September 1st, such that an amendment to this Agreement can be presented to the Canaveral Port Authority Board of Commissioners at the September board meeting. The Port further agrees that in the event of a catastrophic event, additional funding may be provided by the Port for vehicles, equipment, and supplies, less any disaster relief funding provided by another agency."

3. **Standby Fire Protection**. When necessary for special events and/or pursuant to the Tariff for marine standby fire protection for certain fuel and cargo transfers, the hourly rate, billed to the applicable responsible party, for a firefighter and supervisor shall not exceed $40.00/hr. and $43.00/hr., respectively.

4. **Continuing Effect**. Except as modified by this Amendment, the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned CANAVERAL PORT AUTHORITY, by its duly authorized officers, has executed this instrument as of the date first above written.

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida

By: _____
Kevin Markey, Chairman

Date: _____, 2023

ATTEST:

_____
Wayne Justice, Secretary/Treasurer

(SEAL)

IN WITNESS WHEREOF, the undersigned CAPE CANAVERAL VOLUNTEER FIRE DEPARTMENT, INC., by its authorized officers, has executed this instrument as of the date first above written.

CAPE CANAVERAL VOLUNTEER FIRE DEPARTMENT, INC., a Florida non-profit corporation

By: _____
Fire Chief / CEO

Date: _____, 2023

ATTEST:

_____
Secretary

(CORPORATE SEAL)

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.B
Department:	Public Safety
Requested Action:	Consideration of approving an amendment to Amended and Restated Agreement for services between the Canaveral Port Authority and Port Canaveral Marine Firefighting Training Academy, Inc. for marine firefighting training for the FY2024 budget in the amount of $125,000. (Peter Bergeron/Chief Dave Sargeant)
Summary Explanation & Background: In March 2015 CPA entered into an Amended and Restated Agreement with a ten-year term which requires an annual renegotiation of rates prior to the new fiscal year. The contract price for FY2024 is $125,000 and has increased $5,000 due to health insurance and associated costs.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

3B Cover Page.pdf

Public Safety_Backup Marine Firefighting Training Academy Agreement FY24.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.B
Department:	Public Safety
Requested Action:	Consideration of approving an amendment to Amended and Restated Agreement for services between the Canaveral Port Authority and Port Canaveral Marine Firefighting Training Academy, Inc. for marine firefighting training for the FY2024 budget in the amount of $125,000. (Peter Bergeron/Chief Dave Sargeant)
Summary Explanation & Background: In March 2015 CPA entered into an Amended and Restated Agreement with a ten-year term which requires an annual renegotiation of rates prior to the new fiscal year. The contract price for FY2024 is $125,000 and has increased $5,000 due to health insurance and associated costs.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

3B Cover Page.pdf

Public Safety_Backup Marine Firefighting Training Academy Agreement FY24.pdf

AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS AMENDMENT is entered into this ____ day of September, 2023 (the "**Amendment**"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, hereinafter referred to as the "**Port**", and the **PORT CANAVERAL MARINE FIREFIGHTING TRAINING ACADEMY, INC**., a Florida non-profit corporation, hereinafter referred to as the "**Academy**".

W I T N E S S E T H :

WHEREAS, the Port and the Academy entered into that certain Amended and Restated Agreement for Services dated March 18, 2015 (the "**Agreement**"), which Agreement is for a term of ten (10) years;

WHEREAS, said Agreement requires the Port and the Academy to annually re-negotiate the base contract price during the term of the Agreement; and

WHEREAS, the Parties have agreed to a revised base contract price for the period of October 1, 2023 through September 30, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals**. The Parties agree the above recitals are true and correct and incorporated into the body of this Amendment by this reference.

2. **Price Revision.** Paragraph 3 of the Agreement is amended to read as follows:

"In consideration of the services provided by the ACADEMY pursuant to this Agreement, the PORT agrees to pay the ACADEMY the sum of $130,000.00 for this year. This service fee shall be paid by the PORT to the ACADEMY in equal monthly installments of $10,833.33 commencing October 1, 2023. The Parties agree to annually renegotiate the amount of the service fee. The Parties shall mutually cooperate to complete the renegotiation by September 1st, such that an amendment to this Agreement can be presented to Canaveral Port Authority Board of Commissioners for consideration at the September board meeting. In addition to the service fee provided for herein, the PORT shall reimburse the ACADEMY for the actual cost of fees paid to adjunct instructors and expendables used in the instructional program. The ACADEMY and the Port Director/CEO shall agree to the rate of compensation to be paid the adjunct instructors in advance of employment of said instructors by the ACADEMY."

3. **Continuing Effect**. Except as modified by this Amendment, the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned CANAVERAL PORT AUTHORITY, by its duly authorized officers, has executed this instrument as of the date first above written.

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida

By: _____
Kevin Markey, Chairman

Date: _____, 2023

ATTEST:

_____
Wayne Justice, Secretary/Treasurer

(SEAL)

IN WITNESS WHEREOF, the undersigned PORT CANAVERAL MARINE FIREFIGHTING TRAINING ACADEMY, INC., by its authorized officers, has executed this instrument as of the date first above written.

PORT CANAVERAL MARINE FIREFIGHTING TRAINING ACADEMY, INC., a Florida non-profit corporation

By: _____
President

Date: _____, 2023

ATTEST:

_____
Secretary

(CORPORATE SEAL)

AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS AMENDMENT is entered into this ____ day of September, 2023 (the "**Amendment**"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, hereinafter referred to as the "**Port**", and the **PORT CANAVERAL MARINE FIREFIGHTING TRAINING ACADEMY, INC**., a Florida non-profit corporation, hereinafter referred to as the "**Academy**".

W I T N E S S E T H :

WHEREAS, the Port and the Academy entered into that certain Amended and Restated Agreement for Services dated March 18, 2015 (the "**Agreement**"), which Agreement is for a term of ten (10) years;

WHEREAS, said Agreement requires the Port and the Academy to annually re-negotiate the base contract price during the term of the Agreement; and

WHEREAS, the Parties have agreed to a revised base contract price for the period of October 1, 2023 through September 30, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals**. The Parties agree the above recitals are true and correct and incorporated into the body of this Amendment by this reference.

2. **Price Revision.** Paragraph 3 of the Agreement is amended to read as follows:

"In consideration of the services provided by the ACADEMY pursuant to this Agreement, the PORT agrees to pay the ACADEMY the sum of $130,000.00 for this year. This service fee shall be paid by the PORT to the ACADEMY in equal monthly installments of $10,833.33 commencing October 1, 2023. The Parties agree to annually renegotiate the amount of the service fee. The Parties shall mutually cooperate to complete the renegotiation by September 1st, such that an amendment to this Agreement can be presented to Canaveral Port Authority Board of Commissioners for consideration at the September board meeting. In addition to the service fee provided for herein, the PORT shall reimburse the ACADEMY for the actual cost of fees paid to adjunct instructors and expendables used in the instructional program. The ACADEMY and the Port Director/CEO shall agree to the rate of compensation to be paid the adjunct instructors in advance of employment of said instructors by the ACADEMY."

3. **Continuing Effect**. Except as modified by this Amendment, the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned CANAVERAL PORT AUTHORITY, by its duly authorized officers, has executed this instrument as of the date first above written.

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida

By: _____
Kevin Markey, Chairman

Date: _____, 2023

ATTEST:

_____
Wayne Justice, Secretary/Treasurer

(SEAL)

IN WITNESS WHEREOF, the undersigned PORT CANAVERAL MARINE FIREFIGHTING TRAINING ACADEMY, INC., by its authorized officers, has executed this instrument as of the date first above written.

PORT CANAVERAL MARINE FIREFIGHTING TRAINING ACADEMY, INC., a Florida non-profit corporation

By: _____
President

Date: _____, 2023

ATTEST:

_____
Secretary

(CORPORATE SEAL)

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.C
Department:	Public Safety
Requested Action:	Consideration of approving Addendum to the Interlocal Agreement for Seaport Security and Law Enforcement Services in the amount of Eight Million, Two Hundred Ninety-Two Thousand, Nine Hundred Thirty-Six and 00/100 Dollars ($8,292,936.00). The Addendum is a one-year agreement beginning October 1, 2023, and expiring on September 30, 2024. (Peter Bergeron/Cmdr. Byron Keck)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

3C Cover Page.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.C
Department:	Public Safety
Requested Action:	Consideration of approving Addendum to the Interlocal Agreement for Seaport Security and Law Enforcement Services in the amount of Eight Million, Two Hundred Ninety-Two Thousand, Nine Hundred Thirty-Six and 00/100 Dollars ($8,292,936.00). The Addendum is a one-year agreement beginning October 1, 2023, and expiring on September 30, 2024. (Peter Bergeron/Cmdr. Byron Keck)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.D
Department:	Public Safety
Requested Action:	Consideration of approving the Interlocal Agreement for BCSO for detail Deputy Sheriffs and Maritime Security Officers to provide supplemental (as required) law enforcement security, traffic control to cruise and other Port operations. (Peter Bergeron / Cmdr. Byron Keck)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

3D Cover Page.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.D
Department:	Public Safety
Requested Action:	Consideration of approving the Interlocal Agreement for BCSO for detail Deputy Sheriffs and Maritime Security Officers to provide supplemental (as required) law enforcement security, traffic control to cruise and other Port operations. (Peter Bergeron / Cmdr. Byron Keck)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY24 Operating Budget.

Attachments:

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.E
Department:	Public Safety
Requested Action:	Consideration of authorizing staff to execute a piggyback agreement to the contract between Brevard County, Florida and American Guard Services, dated January 11, 2023, for security guard services effective October 1, 2023, and to further authorize staff to issue fiscal year purchase orders during the contracted period that may exceed $100,000. (Peter Bergeron)
Summary Explanation & Background: Brevard County issued an RFP for Security Guard Services and awarded a contract to American Guard Services, Inc. ("AGS"). The CPA has used AGS for unarmed security guard services on an as-needed basis at its terminals and Jetty Park under a current Agreement for Security Guard Services between CPA and AGS dated October 1, 2021. Utilizing Brevard County's competitively bid contract, the CPA will lock in hourly and overtime rates pursuant to that contract which has an initial term through January 11, 2026.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

3E Cover Page.pdf

Agreement to Piggyback_American Guard Services [partially executed].pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	3.E
Department:	Public Safety
Requested Action:	Consideration of authorizing staff to execute a piggyback agreement to the contract between Brevard County, Florida and American Guard Services, dated January 11, 2023, for security guard services effective October 1, 2023, and to further authorize staff to issue fiscal year purchase orders during the contracted period that may exceed $100,000. (Peter Bergeron)
Summary Explanation & Background: Brevard County issued an RFP for Security Guard Services and awarded a contract to American Guard Services, Inc. ("AGS"). The CPA has used AGS for unarmed security guard services on an as-needed basis at its terminals and Jetty Park under a current Agreement for Security Guard Services between CPA and AGS dated October 1, 2021. Utilizing Brevard County's competitively bid contract, the CPA will lock in hourly and overtime rates pursuant to that contract which has an initial term through January 11, 2026.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Agreement to Piggyback_American Guard Services [partially executed].pdf

AGREEMENT TO PIGGYBACK CONTRACT FOR SECURITY SERVICES

THIS AGREEMENT TO PIGGYBACK CONTRACT FOR SECURITY SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 ("CPA"), and **AMERICAN GUARD SERVICES, INC.,** a California corporation, whose address is 1125 W. 190th Street, Gardena, CA 90248 ("CONTRACTOR"). CPA and CONTRACTOR are at times referred to respectively as a "Party" and collectively as the "Parties".

W I T N E S S E T H :

WHEREAS, the CPA has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the CONTRACTOR has previously entered into an agreement with Brevard County, Florida, a political subdivision of the State of Florida (the "County") dated January 11, 2023, a copy of which is attached hereto as **Exhibit "A"**, which those parties entered into upon the award by the County to CONTRACTOR for "Security Guard Services for Public Works/Facilities, Parks and Recreation, and Library Services Departments (RFP #1-23-02)";

WHEREAS, the CPA desires to "piggyback" onto the above referenced Contract for utilization of the same or similar services, and the CONTRACTOR consents to the aforesaid "piggybacking."

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above stated recitals are true and correct.

2. CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract and agrees to perform the services set forth herein for the CPA in accordance with the terms of the Contract.

3. The CPA agrees to utilize certain security services ("Services") of the CONTRACTOR in the manner and upon the terms and conditions as set forth in the Contract.

4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement with the CPA having the rights, duties, and obligations of the County thereunder. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions, and provisions of this Agreement shall control.

5. The terms and conditions of the Contract are modified, amended, or supplemented as follows:

5.1 **TERM**. The term of this Agreement shall commence on October 1, 2023 (the "Effective Date") and expire on January 11, 2026, unless properly extended or earlier terminated pursuant to the terms of the Contract.

5.2 **PRICING**. The fees to be paid for CONTRACTOR's Services are as shown on the Price Sheet attached hereto and incorporated herein as **Exhibit "B"**. The rate includes all costs for providing security guard services, including overhead and administrative costs incurred.

5.2.1 **OVERTIME**. The overtime rate is for each hour of service rendered by each security officer in excess of eight (8) hours on any single shift within a twenty-four (24) hour period, or in hours worked by a security officer in excess of forty (40) hours in any single week.

5.3 **PURCHASE ORDERS**. Written Purchase Order(s) shall be issued by the CPA to CONTRACTOR to authorize the commencement of any Services desired by the CPA.

5.4 **INSURANCE REQUIREMENTS**. During the Term, CONTRACTOR shall maintain in full force and effect the following types and minimum amounts of coverage, and provide a Certificate of Insurance naming the CPA as an "additional insured" on all liability policies:

(a) Commercial General Liability: Combined Single Limit for Personal and Bodily Injury and Property Damage including Fire Legal Liability.

- $1,000,000 per occurrence
- $2,000,000 General Aggregate

(b) Comprehensive Automobile Liability: Coverage shall include all owned, non-owned and hired automobiles.

- $300,000 Combined Single Limit

(c) Workers Compensation/Employer's Liability:

- Per State of Florida statutory limits
- Employer's Liability: $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.
- USL&H and Jones Act as required

(d) Errors and Omissions: Law Enforcement Legal/Security Guard Professional Liability.

- $1,000,000 per occurrence

5.5 **PUBLIC RECORDS**. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,**

FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS PERTAINING TO THIS CONTRACT, CONTACT THE CPA'S CUSTODIAN OF PUBLIC RECORDS AT (321) 783-7831, <publicrecords@portcanaveral.com>, or Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, Attn.: Records and Information Manager.

5.6 **NOTICES**. All notices shall be given in writing by mailing the notice to the other party, by registered or certified mail, postage prepaid, or by overnight courier, with delivery fees prepaid. The date of mailing shall be deemed to be the date of service. If the deadline for notice hereunder falls on a weekend or legal holiday, then notice shall be timely given on the next business day.

Notices to CPA shall be sent to: Canaveral Port Authority 445 Challenger Road, Suite 301 Cape Canaveral, FL 32920 Attn.: Sr. Director, Public Safety & Security Phone: (321) 394-3210 With copy to (at same address): VP & General Counsel	Notices to CONTRACTOR shall be sent to: American Guard Services, Inc. 1125 W. 190th Street Gardena, CA 90248 Attn.: Bob Pesce Phone: (321) 536-5891 With copy to: 200 N. Atlantic Ave., Suite 200 Cape Canaveral, FL 32920

The addresses of the Parties set forth above may be changed to such other address as either party may hereafter specify by written notice given to the other party in accordance with the provisions of this section.

5.7 **SUPERCEDES PRIOR AGREEMENT**. Effective October 1, 2023, the Parties mutually agree that certain Agreement for Security Guard Services between the Parties dated October 1, 2021 shall terminate, except with respect to any surviving indemnification obligations.

6. **COUNTERPARTS**; **ELECTRONIC SIGNATURES**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. All other provisions in the original Contract are fully binding on the Parties and will represent the Agreement between the CPA and the CONTRACTOR.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

"**CPA**":

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Capt. John W. Murray
Port Director & CEO

Date: _____

[SIGNATURES CONTINUED NEXT PAGE]

"**CONTRACTOR**":

AMERICAN GUARD SERVICES, INC., a California corporation,

By: _____

Robert Pesce

As Its: FSO/Branch Operations Manager

Date: 09 / 12 / 23

EXHIBIT "A"

The Contract

(13 pages to follow)

CONTRACT FOR SERVICES BETWEEN
AMERICAN GUARD SERVICES, INC.
AND
BREVARD COUNTY, FLORIDA

THIS CONTRACT is entered into the date of last signature below ("Effective Date"), by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter the "County", and **American Guard Services, Inc.**, an entity authorized to do business in the State of Florida, having a primary business address of 1125 W. 190th Street, Los Angeles, CA 90248, hereinafter the "Contractor".

WITNESSETH

WHEREAS, the County issued R.F.P. #1-23-02, which is incorporated herein by this reference, seeking qualified contractor(s) to provide security services for the Brevard County Courthouses, Board of County Commissioners meetings, after hours meetings, special events, camp ground security, library security, and other security-related activities as identified in R.F.P. #1-23-02; and

WHEREAS, the Contractor submitted a response to the solicitation for such services; and

WHEREAS, the Contractor's response, which is incorporated herein, has been reviewed by the County and is determined to be responsive and responsible, was deemed to be the most qualified submission, achieves a public purpose, and serves the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed between the Parties as follows:

SECTION 1. RECITALS; DEFINITIONS.

1.1 The abovementioned recitals are true and correct and incorporated herein by this reference.

1.2 The following words and phrases, when used in this Contract shall have the following meanings:

- "County" or "Owner" shall mean Brevard County, Florida, through the Board of County Commissioners of Brevard County, Florida, or its duly appointed representative(s).
- "Contractor" shall mean American Guard Services, Inc. The term shall also include its employees, agents, subcontractor, and any other entity under its direction.
- "Facility" shall mean any building owned or leased by the County.
- "Project Manager" shall mean the Contractor's chief coordinator for all work under this proposal and who normally oversees all proposal operations and makes final decisions, etc.

- "Work" shall mean the completed services required by the project and contract documents.
- "Contract Documents" consist of each and every one of the following: all specifications and terms and conditions, all addenda heretofore issued, purchase order, and contract completion form. In the case of any conflict between these documents, the terms of this Contract shall control, with fully executed amendments thereto taking precedence.
- "Materials" shall mean all items and services used in the execution and completion of repairs and installation services, including all installed parts and equipment. This includes any and all large rental equipment that would normally not be owned by individual vendors. This excludes (except when pre-approved by County) standard tools and machinery normally used in the industry.
- "Response" shall mean having a trained and qualified technician physically go to the site and evaluate services required in order to perform work within the designated time.
- "Sub-Contract Labor" shall mean other labor required whereby required specialization is not part of Contractor's employee workforce.
- "Installer and Service Mechanic" shall mean the Contractor's field-based representative (trained and qualified) who normally works independent from supervision, takes general instructions from the Foreman, is licensed and/or approved to complete HVAC installation and/or service work, and directs work of apprentices and helpers, etc.

SECTION 2. CONTRACT BASIS.

This Contract is based on R.F.P. #1-23-02 for security services for the Brevard County Courthouses, Board of County Commissioner meetings, after-hours meetings, special events, camp ground security, library security, and other security-related activities as identified in R.F.P. #1-23-02. R.F.P. #1-23-02 and the Contractor's response are incorporated herein by this reference. In the case of any conflicts between this Contract, R.F.P. #1-23-02, and the Contractor's Response, the order of priority for these documents shall be this Contract, the R.F.P., and the Response.

SECTION 3. TERM.

The term of this Contract shall be for three (3) years effective the last date of signatures, hereinafter referred to as the "Initial Term". The Contract may be extended by mutual written agreement, for two (2) additional one (1) year periods. The County will notify the Contractor in writing ninety (90) days prior to the expiration of this Contract as to its intent to renew the Contract.

SECTION 4. GENERAL INFORMATION.

The Contractor agrees to provide the services as outlined in R.F.P. #1-23-02, which is incorporated herein by this reference.

SECTION 5. PRICING.

Prices shall remain firm for the first twelve (12) months of this Contract. The Contractor may have an opportunity to request an annual price adjustment for the subsequent years of this Contract, if applicable. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the Contract start date as identified in Section 3 above. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase. Any approved request for price adjustment will not take effect until the anniversary of the Contract start date and any such granted price adjustment will only be in effect for the twelve (12) month period following said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for All Urban Consumers. Any price adjustment shall be approved by the Purchasing Manager prior to the new price becoming effective.

The Parties agree to provide the services outlined in this Contract in accordance with the pricing/pay schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

Payments shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

The Price Sheet is broken down in accordance with Attachment A, which is attached hereto and incorporated herein by this reference.

SECTION 6. PURCHASE ORDERS.

Purchase Order(s) will be issued by each Department identifying when, where, and how many individuals will be needed. Locations may be added and/or deleted at the discretion of the County Department.

SECTION 7. SECURITY AND IDENTIFICATION.

A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.

B. The Contractor is responsible for obtaining the necessary forms for

background checks.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail, when necessary, the subject line of the email must contain the following language:

EXEMPT

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time.

Upon Background Check approval, the Contractor's staff shall go to Brevard County Facilities located at 2725 Judge Fran Jamieson Way, Bldg A, Viera, FL 32940 with a State of Florida I.D. or Driver's License to obtain their Brevard County photo I.D. badge.

C. Contractor personnel shall be required to complete the minimum screening procedures outlined in R.F.P. #1-23-02.

D. Contractor's employees will not be allowed to work in Brevard County facilities without completed and approved background investigations. Such employees must also receive the necessary training and hold any applicable licenses as required under Chapter 493, Florida Statutes.

E. Upon termination or transfer of any employee of the Contractor working under this Contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination and return any and all County property, including County-issued I.D. badges, to the County's Contract Coordinator.

F. The Contractor shall report the arrest of any employee working under the terms of this Contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest.

G. The Contractor shall remove from County premises any employees who, in the opinion of the County's Representative, are not performing the services in accordance with the terms of this Contract. The Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the Contract and all site rules and practices of the County

H. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.

I. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as Contractor staff. The Contractor shall ensure County-issued ID badges are prominently worn.

J. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on County premises.

K. Access to a site must be coordinated through the County's Contract Coordinator.

L. The Contractor shall ensure that its employees have received the necessary training and obtained the applicable license(s) as required under Florida law in order to carry out the work contemplated herein.

SECTION 8. TERMINATION.

A. TERMINATION OF CONTRACT FOR CAUSE. In the case of any breaches of this Contract, the non-breaching party shall provide written notice to the breaching party outlining the alleged breach and a reasonable time to correct such violation(s). Failure of the breaching party to correct the violation(s) within the reasonable timeframe identified in the notice shall be grounds for termination of this Contract. It is agreed that the violation of any covenant or provision contained in the Contract, or the failure or refusal of a Party to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which this Contract may be terminated. In the event the non-breaching party shall elect to terminate this Contract for cause, the non-breaching party shall notify the breaching party thereof in writing and shall therein specify the date that such termination shall be effective, whereupon the Contractor shall (1) vacate the facility on or before said date, and (2) remove the Contractor's employees and property from the facility, return all keys, badges, access cards, and all other items issued to the Contractor by Brevard County on or before said date. The Contractor shall have no further rights and the County shall have no further obligation to the Contractor, pursuant to this Contract subsequent to the date that the County terminates this Contract for cause.

B. TERMINATION OF CONTRACT WITHOUT CAUSE. The County and Contractor shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than thirty (30) days prior to the date that such termination shall be effective. In the event the County shall elect to terminate this Contract without cause, the County shall notify Contractor thereof in writing and shall therein specify the date (not earlier than thirty (30) days after the date of delivery of said written notice by the County to the Contractor) on which this Contract shall terminate.

Upon receipt of such written notice the Contractor agrees (1) to vacate the facility on the contract termination date specified in said written notice, return any keys, security access cards, badges, and all other items used to access facilities, and (2) to remove Contractor's employees and property from the facility on the contract termination date specified in said written notice. The Contractor agrees to abide by and carry out all covenants and provisions of this Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. The Contractor shall have no further rights, and the County shall have no further obligation to the Contractor, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice. The Contractor shall be entitled to payment of all undisputed charges incurred for authorized and approved work under this Contract.

C. Upon termination, the County shall make any undisputed payments to the Contractor for any work completed before the date of termination.

SECTION 9. INSURANCE REQUIREMENTS.

The Contractor providing services under this Contract will be required to procure and maintain, at its own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or Contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the Contractor and subcontractors, as required by law.

In the event that the Contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the Contract involves services related to construction projects the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project. In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and

Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the Contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractor's industry.

The Contractor shall have five (5) days from the Effective Date of this Contract to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County, its officers, employees, and agents, and the Brevard County Sheriff's Office, its officers, employees, and agents, as additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County by the Insurer.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Subcontractor's insurance shall be the responsibility of the Contractor.

SECTION 10. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall assume full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this Contract resulting in part from the negligent, reckless, or intentionally wrongful act(s) or omission(s) of the Contractor, and its employees, agents, or representatives, or subcontractors. The Parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

The County shall be held harmless by the Contractor against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including, but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the County is contracting hereunder, to the extent caused by the negligent, reckless, or intentional wrongful acts or omissions of the Contractor, or any of its employees, agents, or representatives, or subcontractors.

The Contractor agrees to fully indemnify the County and pay the costs of the County, including, but not limited to, reasonable fees for attorneys selected by the County, for all claims described in the hold harmless clause above. Such

payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. This indemnification shall survive the termination of this Contract. The County's liability obligations shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, as may be amended. Nothing in this Contract is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing contained in this section is intended to nor shall it constitute a waiver of sovereign immunity by the County.

SECTION 11. PROTECTION OF PROPERTY.

The Contractor shall at all times guard from damage or loss to property of the County or other vendors or contractors and shall replace or repair any loss or damage at no cost to the County, unless such damage is caused by the County, other vendors or contractors. The County may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss or damage to property through negligence of the-Contractor or agents.

SECTION 12. RIGHT TO AUDIT RECORDS.

The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under this Contract and any extensions/renewals unless a shorter period is otherwise authorized in writing.

SECTION 13. FEDERAL TAX ID NUMBER.

The Contractor shall provide the County with its Federal Tax ID Number.

SECTION 14. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 15. GOVERNING LAW.

This Contract shall be governed, interpreted and construed according to the Laws of the State of Florida.

SECTION 16. VENUE.

Venue for any legal action by any party to this Contract to interpret, construe or enforce the terms of this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and **ANY TRIAL SHALL BE NON-JURY**.

SECTION 17. JOINT USE.

This Contract is available for joint use by other governmental agencies including the State of Florida, its agencies, other counties, cities, municipalities and school districts, at their own discretion. Each agency selecting to use this Contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases.

SECTION 18. ACCEPTANCE AND PAYMENT.

Acceptance of the work by Contractor shall be upon completion of the work to the satisfaction of the County, which approval shall not be unreasonably withheld. The County shall remit payment upon acceptance in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

SECTION 19. PERFORMANCE BOND.

Within ten (10) days of the Effective Date of this Contract, the Contractor shall provide a Performance Bond (Surety Bond) in the amount of 100 percent (100%) of one (1) year annual cost to insure the successful and faithful performance under the terms and conditions of this Contract. The Bond shall be in the forms approved by the County and shall be written by sureties which are licensed to do business in the State of Florida.

The performance bond shall be maintained during the full term of this Contract, and shall be modified as necessary if prices are adjusted. The updated performance bond shall be provided to the County within ten (10) days of approval of the price adjustment. Failure to comply with this Section shall be grounds for termination of this Contract.

SECTION 20. PUBLIC RECORDS.

The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable statutes. If the materials provided by the Contractor do not fall under a specific exemption under Florida or federal law, materials provided by the Contractor to the County will have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information it deems is exempt/confidential under Florida or federal law, and identify the statute, by number, that exempts such information.

Should any person or entity make a public records request to the County requiring the County to allow inspection or provide copies of records for which the Contractor maintains are exempt/confidential, it shall be the Contractor's obligation to provide the County, within twenty-four (24) hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements in Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production

as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interests of the County in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees which may be awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CENTRAL SERVICES DEPARTMENT: Mary Bowers, Purchasing Manager, 2725 Judge Fran Jamieson Way, Building C-303, Viera, FL 32940 or mary.bowers@brevardfl.gov

SECTION 21. EMPLOYMENT VERIFICATION.

The Contractor shall comply with Section 448.095, Florida Statutes, and:

a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and
b. shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during the Contract term; and
c. shall obtain an affidavit stating that any subcontractor(s) it enters into a contract with, does not employ, contract with, or subcontract with an unauthorized alien; and
d. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records are made available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION 22. SCRUTINIZED COMPANIES.

The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate the Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor or its subcontractors are placed on the Scrutinized

Companies that boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are 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 County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are 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 Contract.

SECTION 23. SEVERABILITY.
If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein.

SECTION 24. COUNTERPARTS.
This Contract may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, together, shall constitute one in the same.

SECTION 25. MODIFICATIONS.
This Contract shall not be modified or altered unless done so in writing by both Parties and signed by each party's respective authorized representative.

SECTION 26. ACCEPTANCE AND ENTIRE AGREEMENT.
This instrument embodies the entire agreement between the County and Contractor. The undersigned have caused this Contract to be duly executed by their respective authorized representative and shall be effective the date of last signature below. Any modifications or amendments must be in writing and agreed to by all Parties.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and, together, shall constitute an original executed Contract.

BREVARD COUNTY, FLORIDA

Frank Abbate, County Manager Date

As approved by the Board: 08/30/2022

AMERICAN GUARD SERVICES, INC.

Signature Date

Name

Title

WITNESS

Name

Signature Date

STATE OF California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this January 10th 2023 by Gerald A. Gregory of American Guard Services, Inc. corporation, on behalf of the corporation he/she is personally known to me or has produced CA ID as identification.

Notary Seal

LEXUS ALIA BRYANT
Notary Public - California
Los Angeles County
Commission # 2297953
My Comm. Expires Jul 20, 2023

Notary Public

Notary Signature

My Commission Expires July 20th, 2023

UNARMED SECURITY GUARD SERVICES - FACILITIES, PARKS RECREATION and LIBRARY SERVICES
RFP-1-23-02

PRICE SHEET

Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents. NOTE: Quantities are for bid purposes only. Dates may be subject to change at hourly rates as bid.

Public Works/Facilities					
	Minimum "Guaranteed" Hourly Wage: Security Guard	Hourly Bill Rate to County	Overtime Hourly Rate	Overtime Hourly Bill Rate to County	
Security Guard	$ 16.00	$ 26.94	$ 24.00	$ 40.41	

Melbourne Library					
Schedule	Hours/Day (A1)	Days (A2)	Minimum "Guaranteed" Hourly Wage: *Security Guard*	Hourly Bill Rate (B)	Annual Price: (A) x (B)
Monday & Wednesday	11	104	$ 16.00	$ 26.94	$ 30,819.36
Tuesday, Thursday & Friday	8	156	$ 16.00	$ 26.94	$ 33,621.12
Saturday	8	52	$ 16.00	$ 26.94	$ 11,207.04
Sunday	8	52	$ 16.00	$ 26.94	$ 11,207.04
TOTAL					$ 86,854.56

Catherine Schweinsberg Rood Library					
Schedule	Hours/Day (A1)	Days (A2)	Minimum "Guaranteed"	Hourly Bill Rate (B)	Annual Price: (A) x (B)
Tues, Thurs, Sat & Sunday	5	208	$ 16.00	$ 26.94	$ 28,017.60
TOTAL					$ 28,017.60

Titusville Library					
Schedule	Hours/Day	Days	Minimum	Hourly Bill Rate (B)	Annual Price:
Monday through Friday	4	260	$ 16.00	$ 26.94	$ 28,017.60
TOTAL					$ 28,017.60

Manatee Hammock Campground					
Schedule	Hours/Day (A1)	Days (A2)	Minimum "Guaranteed" Hourly Wage: *Security Guard*	Hourly Bill Rate (B)	Annual Price: (A) x (B)
Monday - Friday 11:15 pm - 7:15 am	8	261	$ 16.00	$ 26.94	$ 56,250.72
Saturday & Sunday 11:15 pm - 7:15 am	8	104	$ 16.00	$ 26.94	$ 22,414.08
Monday - Friday 7:15 am - 3:15 pm			$ 16.00	$ 26.94	$ 56,250.72
Saturday & Sunday 7:15 am - 3:15pm			$ 16.00	$ 26.94	$ 22,414.08
Monday - Friday 3:15 pm - 11:15 pm			$ 16.00	$ 26.94	$ 56,250.72
Saturday & Sunday 3:15 pm - 11:15 pm			$ 16.00	$ 26.94	$ 22,414.08
Security Company Branded Vehicle (Monthly Charge)					$ 17,880.00
TOTAL:					$ 235,994.40

Long Point Park Campground & Wicham Park Campground					
Schedule	Hours/Day (A1)	Days (A2)	Minimum "Guaranteed" Hourly Wage: *Security Guard*	Hourly Bill Rate (B)	Annual Price: (A) x (B)
Monday through Friday			$ 16.00	$ 26.94	$ 112,501.44
Saturday & Sunday			$ 16.00	$ 26.94	$ 44,828.16
Security Company Branded Vehicle (Monthly Charge)					$ 17,880.00
TOTAL:					$ 175,209.60

PRICE SHEET IS TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE

EXHIBIT "B"

Price Sheet

Rates in accordance with the Brevard County Contract for Security Guard Services
(RFP #1-23-02)

Regular Hourly Officer Bill Rate	$26.94
Overtime/Holiday Hourly Rate	$40.41
Required Notice for Services	24 to 48 hours
Holidays Designated for Overtime	New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	4.A
Department:	Real Estate
Requested Action:	Consideration of approving a Land Lease Agreement with Skyway Towers, LLC ("Tenant") for the lease of approximately 3,850 square feet of vacant land, together with non-exclusive easements, located north of State Road 401 near the intersection of Grouper Road, for an initial period of ten (10) years, with seven (7) renewal options for five (5) years each. This document has been reviewed and approved by General Counsel. (Mark Milisits)

Summary Explanation & Background:

Skyway Towers is a leading wireless communications tower developer with 455 towers in the air and an advanced development pipeline across the U.S. for fast and easy collocation. Skyway provides tower capacity for major wireless carriers including T-Mobile, Sprint, AT&T and Dish Network. This new tower on the north side of the port will ensure quality wireless communications for cruise ship passengers and Port employees on a long-term basis.

Tenant: Skyway Towers, LLC
Premises: Located north of State Road 401 near the intersection of Grouper Road
Size: Approximately 3,850 square feet (55' x 70')
Initial Term: Ten (10) years (October 1, 2023 – September 30, 2033)
Extension Options: Seven (7) extension options for five (5) years each
Use: To develop, maintain and operate a multi-carrier wireless communications monopole tower
Total Minimum Rent Revenue: $226,800 (Years 1-10)
Additional Rent Revenue: $7,200 annually for each additional carrier beyond the initial carrier
Capital Improvements by CPA: None

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

4A Cover Page.pdf

Land Lease Agreement - Skyway Towers.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

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Capital Improvements by CPA: None

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Land Lease Agreement - Skyway Towers.pdf

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), effective upon the date of delivery of a fully-executed Agreement by Landlord to Tenant (the "**Effective Date**"), is entered into between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, with a mailing address of 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (hereinafter "**Landlord**"), and **SKYWAY TOWERS, LLC**, a Delaware limited liability company, with a mailing address of 3637 Madaca Lane, Tampa, Florida 33618 (hereinafter "**Tenant**"). Landlord and Tenant are each referred to herein as a "**Party**" and, collectively, as the "**Parties**."

BACKGROUND

Landlord owns or controls that certain portion of plot, parcel or tract of land of which the Leased Premises and Easements (as defined below respectively) are part thereof, together with all rights and privileges arising in connection therewith, known as Port Canaveral, in the County of Brevard, State of Florida 32920, (the "**Port**"). Tenant desires to lease a certain portion of property within the Port, situated north of State Road 401 and just east of Grouper Road, the dimensions of which are approximately 55 ft. x 70 ft. (±3,850 square feet) (the "**Leased Premises**"), together with non-exclusive, unobstructed Easements (defined below), including all the air space above said Leased Premises, for Tenant's use to develop a wireless communications tower facility as further described on the attached **Exhibit 1** and depicted on the attached **Exhibit 2**. Landlord desires to grant to Tenant the right to use the Leased Premises, together with non-exclusive, unimpaired Easements, in accordance with this Agreement.

The Parties agree as follows:

1. PREMISES. Landlord leases to Tenant the Leased Premises, together with non-exclusive, unimpaired Easements for Tenant's use over, under, and across the Leased Premises and a certain portion of Port property, in accordance with this Agreement.

As of the Effective Date and during the Term (as defined in Section 3 below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leased Premises (and areas within that certain portion of Port property immediately adjacent to the Leased Premises for the limited purposes contained herein) to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Leased Premises and Easements (collectively, the "**Tests**"), to apply for, obtain and/or maintain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Leased Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Leased Premises and Easements that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leased Premises, the environmental history, Landlord's title to the Leased Premises and Easements and feasibility or suitability of the Leased Premises and Easements for Tenant's Permitted Uses (as set forth in Section 2 of this Agreement), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leased Premises and/or Easements, whether or not such defect or condition is disclosed by Tenant's inspection.

2. PERMITTED USE

(a) Tenant shall be granted the right, throughout the Term and at its sole cost and expense, to develop, construct, install, replace, maintain and operate a multi-carrier wireless communications

monopole tower (less than two hundred (200) feet in height) and other related improvements (collectively the "**Communications Tower Facility**" or "**Tower**") on the Leased Premises. The Leased Premises is situated as described and depicted on **Exhibit 2** attached to this Agreement and made a part hereof. Tenant will install wireless communication systems and sublease or license the right to transmit and receive communications signals to and from the Communications Tower Facility. Tenant may also construct buildings or cabinets upon the Leased Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, together with the right to run columns, supports and foundations from the air space to, on and into the land below and attached and incorporated as though fully here set forth, for the support of the building(s) that Tenant agrees to allow subtenant(s) and licensee(s) to erect for their respective use(s). The buildings or cabinets and the base of the Tower will be fenced with chain link and barbed wire, or other fence type as determined by Tenant or the respective governmental jurisdiction, for security at Tenant's expense.

(b) Landlord grants Tenant a thirty (30) foot wide non-exclusive, unobstructed easement and right-of-way for ingress and egress from the adjacent State Road 401 roadway, on foot or motor vehicle, and over and across that certain portion of Port property (the "**Access Easement**"), as shown on the attached site plan on **Exhibit 2**, to the Communications Tower Facility for use twenty-four (24) hours per day, seven days per week for the purpose of providing Tenant and its subtenants with a right to cross to the Leased Premises by means of reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Communication Tower Facility. Tenant acknowledges said Access Easement is unimproved and any improvements thereto shall be at Tenant's sole cost and expense.

(c) [INTENTIONALLY DELETED].

(d) Landlord grants Tenant a non-exclusive, unobstructed utility easement and right-of-way, in, over, and across a certain portion of Port property, to include a thirty (30) foot wide ingress and egress utility easement, as shown on the attached site plan on **Exhibit 2**, attached hereto and made a part hereof (the "**Utility Easement**"). Said Utility Easement shall be solely for the purposes of providing Tenant with a right (and means of ingress and egress to) to install, maintain, repair, operate, service, replace, and remove utility wires, poles, cables, fiber optic cables, conduits, and pipes, so as to provide utilities to the Communications Tower Facility. Upon completion of any improvements within the Utility Easement by Tenant and upon request by Landlord, Tenant shall provide Landlord with an as-built survey of the improvements; inclusive but not limited to showing all utility improvements and relocations.

(e) [INTENTIONALLY DELETED].

(f) The Access Easement and Utility Easement are hereinafter collectively referred to as the "**Easements**." Said Easements shall at all times be subject to recorded or unrecorded easements, leases, and utility uses affecting the Port prior to the Effective Date. It is acknowledged and agreed that the Easements granted under this Agreement are not exclusive and that Landlord shall have the right to use and enjoy the Easement parcels in any manner not inconsistent with the easement rights created herein and in accordance with permitted uses granted to Tenant in this Agreement. Tenant shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Landlord's exercise of its retained rights hereunder.

(g) In addition to the above, during the Term, Tenant, its assigns, agents and contractors, are granted the right, at Tenant's sole cost and expense, to enter upon the Leased Premises and Easements to conduct studies as Tenant deems necessary to determine the suitability of the Leased Premises for Tenant's intended use. These studies may include, without limitation surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and other analyses and studies. Landlord shall cooperate with Tenant and execute and deliver all documents required to permit Tenant's

intended use of the Leased Premises in compliance with applicable zoning, land use, building and any other necessary laws, rules or regulations, whether local, state, or federal in nature ("**Applicable Laws**").

(h) Upon prior written notice to Landlord, Tenant shall have the right to assign all or part of the Utility Easement to successors and assignees, as necessary, including any utility providers, for the purpose of providing electric, telephone and other utilities to the Leased Premises, which shall include unlimited ingress and egress to the utility provider across the Leased Premises, Access Easement and/or portion of Port property adjacent to the Leased Premises to install, maintain, repair, operate, service, replace and remove such utilities. Landlord agrees to execute and record a separate utility easement between Landlord and any such utility provider, if such recorded easement is required by any utility provider.

(i) Landlord warrants that it has title to the Leased Premises and Easements, and no other person or corporation has the right to lease the same for the terms, conditions, duration and renewals thereof granted by this Agreement. Landlord further covenants that Tenant, upon the payment of the rents herein, and the performance of all the conditions herein, shall have the peaceful and quiet possession of the Leased Premises, without hindrance on the part of the Landlord or any person or persons claiming by, through or under the Landlord, for the Term herein leased.

3. TERM

(a) The initial term of this Agreement will be ten (10) years (the "**Initial Term**") commencing upon the first day of the month following the Effective Date (the "**Commencement Date**"), unless otherwise terminated as provided in this Section or Section 13 herein. Notwithstanding any of the foregoing, Landlord shall have the right to terminate this Agreement in the event that Tenant fails to either (i) commence construction of the Communications Tower Facility within six (6) months after the Commencement Date or (ii) complete construction within eighteen (18) months after the Commencement Date.

(b) Tenant shall have the right to renew this Agreement for seven (7) successive five (5) year periods (collectively or individually, the "**Renewal Terms**"), on the same terms and conditions as set forth herein. The Initial Term and any Renewal Terms shall collectively be referred to as the "**Term**".

(c) Tenant shall not be entitled to exercise a Renewal Term if Tenant shall be in default in the performance of any of the terms and conditions contained in this Agreement beyond any applicable notice and cure periods provided herein, either at the time of its attempted exercise of the renewal or at the commencement of the Renewal Term.

(d) Subject to and in accordance with Section 3(c) of this Agreement, this Agreement shall automatically extend for each successive Renewal Term, unless Tenant notifies Landlord in writing of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before six (6) months before the end of the then-current Term.

4. RENT

(a) The rent shall commence upon the earlier of: (i) eight (8) months after the Commencement Date or (ii) the completion of construction of the Communications Tower Facility, which shall be the date Tenant receives a certificate of occupancy or certificate of completion from Landlord's Building Department. On the first day of each month thereafter during the Term of this Agreement, Tenant covenants and promises to pay to Landlord as rent for the Leased Premises, Twenty-One Thousand Six Hundred and No/100 Dollars ($21,600.00) yearly, with said payment being paid in advance

in monthly payments of One Thousand Eight Hundred and No/100 Dollars ($1,800.00), plus applicable sales taxes (if any) ("**Rent**").

(b) In the event that Tenant subleases, licenses or otherwise permits use of a portion of the Leased Premises and/or Tower to allow collocation upon the Leased Premises and/or Tower by a licensed commercial wireless communications provider (each such entity being a "**Sublessee**"), Tenant shall pay to Landlord additional rent per month for each Sublessee collocation that pays rent or license fees to Tenant, save and except the first Sublessee, as follows: (i) if the initial collocation rental fee or obligation from Sublessee to Tenant exceeds One Thousand Two Hundred Fifty and No/100 Dollars ($1,250.00) per month, Tenant shall pay to Landlord an additional Six Hundred and No/100 Dollars ($600.00) per month for each such applicable Sublessee ("**Additional Rent A**"); or (ii) if the initial collocation rental fee or obligation to Tenant is less than One Thousand Two Hundred Fifty and No/100 Dollars ($1,250.00) per month, Tenant shall pay to Landlord ten percent (10%) of any rents actually received by Tenant from any such applicable Sublessee ("**Additional Rent B**"). Additional Rent A and B payments shall be due to the Landlord at the time of the commencement of the applicable collocation and receipt of the initial rent or license fee payment by the Tenant. Landlord and Tenant agree that Additional Rent A and B payments shall be subject to Tenant's continuous receipt of rent or license fees from said Sublessee(s). Tenant shall provide Notice to Landlord within thirty (30) calendar days of the commencement or termination of any applicable Sublessee collocation agreement. In the event that said Sublessee(s) ceases rent or license fee payments to Tenant or otherwise terminates the sublease, license or other collocation agreement, the applicable Additional Rent A and B that Tenant pays Landlord pursuant to this provision shall be reduced accordingly effective as of the termination date of the applicable sublease, license or other collocation agreement, which date Tenant shall notify Landlord of in writing in accordance with this subsection. Notwithstanding the foregoing, for sake of clarity, Landlord shall not be entitled to receive any portion of any sums paid by a Sublessee to reimburse Tenant for (y) any improvements to the Leased Premises or any structural enhancements to the Tower and/or (z) costs, expenses, fees, or other charges, in whole or in part, incurred or associated with the development, operation, repair, or maintenance of the Leased Premises, Communications Tower Facility and/or Tower.

(c) Rent and Additional Rent A shall be increased on each five (5) year anniversary of the Commencement Date by an amount equal to ten percent (10%) over the Rent in effect during the preceding five (5) year term.

(e) As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(f) Tenant shall pay Rent by direct deposit, and Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

(g) Late Fees. All Rent unpaid on the 30th calendar day following the day the rental payment is due is delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said rental payment which remains delinquent.

5. APPROVALS

(a) Landlord agrees that Tenant's ability to use the Leased Premises is contingent upon the suitability of the Leased Premises and Easements for Tenant's Permitted Uses and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications and/or documentation to obtain Government Approvals for Tenant's Permitted

Uses under this Agreement and agrees to reasonably assist Tenant with such applications and/or documentation and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Leased Premises and Easements surveyed by a surveyor of Tenant's choice, at Tenant's sole cost and expense. In the event Tenant determines, in its sole discretion, due to the title report or survey results that the condition of the Leased Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon written notice to the Landlord. No later than sixty (60) calendar days from the Effective Date, Tenant shall provide Landlord a copy of the certified survey, together with a standalone legal description and sketch of survey. Upon request by Landlord, Tenant shall promptly provide Landlord a copy of any title report or commitment it obtains.

(c) Tenant shall be responsible, at its sole cost and expense, for any improvements to the Leased Premises required by Tenant's use of the Leased Premises permitted hereby. No other buildings, structures, or other improvements on or within the Leased Premises, aside from those approved in connection with the initial installation upon the Leased Premises (as depicted on Exhibit 2), are permitted without the prior review by the Canaveral Port Authority's Engineering and Building Department and written Landlord Approval (defined herein). Tenant shall not proceed with any initial installation upon the Leased Premises unless Landlord has provided written approval to Tenant for the installation of such improvements ("**Landlord Approval**"), such approval not to be unreasonably conditioned, withheld or delayed. Landlord shall have up to ten (10) business days from the time of receipt of a written request from Tenant for such response associated with said initial installation (the "**Review Period**") to respond, approve, or deny any such installation at the Leased Premises. In the event Landlord either (i) fails to respond or deny in writing Tenant's request within the Review Period or (ii) fails to provide a written response within five (5) business days following receipt of designs revised by Tenant after comment from Landlord in accordance with this subsection, Landlord Approval will be deemed approved. Landlord Approval shall not be deemed to be a permit to commence construction.

(d) Landlord Review of Plans and Specifications. Neither review nor approval by or on behalf of Landlord of any Tenant plans nor any plans and specifications or any other work relating to the Leased Premises shall constitute a representation or warranty by Landlord, or any of their respective agents or employees, that such plans and specifications either: (i) are complete or suitable for their intended purpose, or (ii) comply with all Applicable Laws, it being expressly agreed by Tenant that Landlord does not assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability, or compliance.

6. USE AND MAINTENANCE During the Term of this Agreement:

(a) Except with respect to any Landlord representations, warranties and indemnifications granted, provided or expressed in this Agreement, Tenant accepts the Leased Premises "**AS-IS**", without any warranties. Landlord shall not be responsible for any maintenance, repair, replacement, or upkeep of the Leased Premises whatsoever. Tenant shall, at its sole cost and expense throughout the Term, be responsible for all maintenance, repairs, or replacements required to the Leased Premises. Except for damages caused by Landlord, its agents, employees, contractors, or invitees which shall be the responsibility of Landlord, Tenant shall maintain the Leased Premises in reasonably good order, condition, and repair, including but not limited to any improvements made thereon. Tenant will keep the Leased Premises in reasonably the same condition as they are at the Commencement Date, except Tenant may erect its Communications Tower Facility upon the Leased Premises together with any buildings, foundations, or appurtenances thereto.

(b) Tenant will be responsible directly to the servicing entities for all utilities required by Tenant's use of the Leased Premises; however, Landlord shall cooperate with Tenant to obtain utilities from any location provided or selected by the servicing utility.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant associated with the Leased Premises.

(d) Tenant will permit Landlord at reasonable times on reasonable notice to enter on, inspect, and examine the Leased Premises from time to time, except in cases of emergency in which event no notice shall be required.

(e) Except with respect to any damages caused by Landlord, its agents, employees, contractors, or invitees to the Leased Premises, Easements and those portions of the Port property adjacent to the Leased Premises and Easements, Landlord will not be responsible for the maintenance, repair and/or upkeep of the Leased Premises or Easements. Notwithstanding any of the foregoing, Landlord or applicable authority will be responsible for the upkeep of those portions of the Port property immediately adjacent to the State Road 401 roadway.

7. **WAIVER OF LANDLORD'S LIEN** Landlord waives any lien rights it may have concerning Tenant's Communications Tower Facility installed on the Leased Premises, which are hereby deemed Tenant's personal property and not fixtures, and Tenant shall have the right to remove the same at any time without Landlord's consent.

8. **DEBT SECURITY** Title to Tenant's Communications Tower Facility, shelter and other equipment on the Tower and Leased Premises ("**Tenant Facilities**") shall be held by Tenant. All Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, provided Tenant repairs any damage to the Leased Premises caused by such removal. Landlord waives any lien rights it may have concerning the Tenant Facilities. Landlord acknowledges that Tenant may now or in the future enter into financing arrangements with financing entities for the financing of the Tenant Facilities (hereafter, collectively referred to as the "**Collateral**") with a third party financing entity. In connection therewith, Landlord: (i) consents to the installation of the Collateral, (ii) disclaims any interest in the Collateral as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("**Landlord Consents**").

Landlord acknowledges that Tenant has or will enter into certain financial arrangements with certain financial institutions as administrative agents for itself and various other lenders (the "**Lenders**"), and in connection therewith the Lenders will take a security interest in the Tenant Facilities and proceeds thereof to be installed upon the Leased Premises. Landlord acknowledges and represents that the Landlord Consents shall inure to the benefit of Tenant, the Lenders and any replacement or refinancing Lenders and their successors and assigns for so long as the Agreement remains in effect.

Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without Landlord's consent Tenant's interest in this Agreement to any Lenders, or agent on behalf of any Lenders to whom Tenant: (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Tenant shall give prior written notice

to Landlord of any such assignment, mortgage, pledge or transfer of Tenant's interest in this Agreement.

Landlord agrees to use commercially reasonable efforts to notify Tenant and Tenant's Lenders simultaneously of any default by Tenant and to give Lenders the same right to cure any default as Tenant, except that a cure period for any Lenders shall not be less than ten (10) calendar days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Landlord shall terminate this Agreement for any reason, Landlord will give to the Lenders the right to enter upon the Leased Premises during a forty-five (45) day period commencing upon the Lenders' receipt of such notice for the purpose of removing its Collateral.

9. INSURANCE Tenant will maintain in full force and effect, and ensure its contractors and subcontractors of all tiers to carry and maintain, during the Term of this Agreement the following types and minimum amounts of insurance:

(a) Commercial General Liability in the amount of not less than $1,000,000.00 per occurrence and $2,000,000 general aggregate for bodily injury and property damage per occurrence with Tenant and Landlord as insured parties, as their respective interests may appear, covering the risks generally specified in a public liability insurance policy. In order to comply with the foregoing, Tenant may maintain an umbrella policy in an amount not less than $10,000,000.00.

(b) Comprehensive automobile liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, $500,000 per person and $100,000 property damage or a combined single limit of $1,000,000 for both owned and non-owned vehicles.

(c) Pollution Liability. Tenant shall procure and maintain pollution liability insurance coverage for $5,000,000.00 Combined Single Limit Each Occurrence. In order to comply with the foregoing, Tenant may maintain the same umbrella policy in an amount not less than $10,000,000.00 stipulated above in Section 9(a).

(d) Property Insurance. Insurance of Tenant's personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant on a replacement cost basis, with coverage equal to not less than ninety percent (90%) of the full replacement value of all of its insured property.

(e) Workers' Compensation insurance covering all employees of Tenant, as required by the laws of the State of Florida, and employers' liability coverage subject to a limit of no less than $1,000,000 for bodily injury by accident per accident/$1,000,000 for bodily injury by disease per employee/$1,000,000 for bodily injury by disease policy limit.

Canaveral Port Authority shall be named as additional insured on all liability policies. Tenant shall provide certificates of insurance to Landlord on or before the Commencement Date and thereafter, upon request by Landlord, at any time during the Term of this Agreement.

10. [INTENTIONALLY DELETED].

11. INDEMNITY Landlord and Tenant each hereby agrees to indemnify, defend and hold harmless the other from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on one party by any person whomsoever that occurs (i) on the Leased Premises, except for any such loss, injury, or damage that is caused by or results from the negligence, fraud, or willful misconduct of Landlord, its employees,

agents, or contractors; or (ii) anywhere on the Port property outside of the Leased Premises as a result of the negligence or willful misconduct of Tenant, its employees, agents, or contractors. Nothing herein shall be construed to limit or diminish Landlord's sovereign immunity under the provisions of Section 768.28, Florida Statutes, if applicable.

12. HAZARDOUS SUBSTANCES

(a) Landlord. To the best of Landlord's knowledge, there is no substance, chemical, or waste on, under, or around the Leased Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, ordinance, rule or regulation ("**Hazardous Substances**"). Landlord shall at all times hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances being generated, stored, disposed of, on, transported to, on, under, or around the Leased Premises as long as the Hazardous Substances were not generated, stored, disposed of, or transported by Tenant, its employees, agents, contractors, Sublessees or licensees.

(b) Tenant. Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant, and its employees, agents, contractors, Sublessees or licensees, at the Leased Premises during the Term of this Agreement and arise from events or conditions which came into existence after the Commencement Date: (i) any release, threatened release, or disposal of any Hazardous Materials at the Leased Premises, or (ii) the violation of any Applicable Laws at the Leased Premises pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety.

(c) This Section 12 shall survive the expiration or termination of this Agreement.

13. DEFAULT AND TERMINATION This Agreement may be terminated prior to the expiration of the Initial Term or any Renewal Terms, by providing no less than thirty (30) calendar days prior written notice, for the following reasons:

(a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Agreement; provided that Landlord shall give Tenant prior written notice of such instance of non-payment and Tenant shall have a period of ten (10) calendar days after receipt thereof to cure such non-payment before a default shall be deemed to have occurred;

(b) By Landlord upon a default of any other covenant or term hereof, which default is not cured within such thirty (30) calendar day period, provided, that if any breach or failure by Tenant resulting in a default cannot be cured within thirty (30) calendar days, no termination shall occur unless Tenant fails to take steps to cure such breach or failure within such thirty (30) calendar days and to act diligently to complete the cure of such breach or failure within a reasonable time thereafter; or

(c) By Tenant upon a default of any Landlord covenant or term hereof, which default is not cured within such thirty (30) calendar day period, provided, that if any breach or failure by Landlord resulting in a default cannot be cured within thirty (30) calendar days, no termination shall occur unless Landlord fails to take steps to cure such breach or failure within such thirty (30) calendar days and to act diligently to complete the cure of such breach or failure within a reasonable time thereafter; or

(d) By Tenant if Tenant does not or cannot obtain or maintain any license, permit or other approval necessary for the construction and operation of Tenant's Communications Tower Facility; or

(e) By Tenant if Tenant is unable to occupy and utilize the Leased Premises due to an action of the FCC, including but not limited to, a take back of channels or change in frequencies; or

(f) By Tenant if Tenant determines that the Leased Premises is not appropriate for its intended use and/or operations, due to economic or technological reasons, including without limitation, signal interference; or

(g) The filing of bankruptcy or receivership by Tenant shall be a default upon the terms of this Agreement, and Tenant shall not have any period to correct the default.

14. REMEDIES Upon the occurrence of any event of default set forth in Section 13 beyond the expiration of any applicable notice and cure periods provided for herein, the Parties shall be entitled to any one of the following remedies:

(a) Landlord Remedies: (i) Landlord may terminate this Agreement, dispossess Tenant and recover as damages from Tenant all Rent that is due but unpaid as of the date of dispossession, plus all other damages incurred by Landlord as a result of Tenant's breach of the Agreement; and (ii) Landlord may enter the Leased Premises and take any reasonable actions required of Tenant under the terms of this Agreement, and Tenant shall reimburse Landlord within thirty (30) calendar days from receipt of notice from Landlord associated with any reasonable actual expenses that Landlord incurred in effecting compliance with Tenant's obligations under this Agreement, and, except for negligent or willful misconduct, Landlord shall not be liable for any damages resulting to the Tenant from such action.

(b) Tenant Remedies: Tenant may terminate this Agreement, in which event Tenant shall be entitled to recover from Landlord all prepaid Rent up to the time of termination.

The above remedies shall not preclude either Party from pursuing any other remedies permitted by law. Either Party's election not to enforce one or more of the remedies upon an event of default shall not constitute a waiver.

15. ASSIGNMENT OF LEASE OR PROPERTY

(a) By Tenant: Other than an assignment, mortgage transfer or sublease to: (i) a parent, subsidiary or affiliate, or a purchaser of all or substantially all of Tenant's assets, or the surviving entity as a result of a merger with Tenant, (ii) to Lenders in accordance with and subject to Section 8 of this Agreement or (iii) upon prior written notice, to one or more of the following entities, their affiliates and/or subsidiaries: (1) AT&T Incorporated, (2) T-Mobile Incorporated, (3) Verizon Wireless Communications Incorporated, and/or (4) Dish Wireless L.L.C (collectively, "Permitted Transfers"), Tenant will not assign, mortgage, or transfer this Agreement, in whole or in part, or sublease the Leased Premises, in whole or in part, without the prior written consent of the Landlord, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant shall provide Landlord with prior written notice of any Permitted Transfers. **ASSIGNMENT OR SUBLETTING (OTHER THAN PERMITTED TRANSFERS) WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT SHALL BE VOID AND, AT THE OPTION OF THE LANDLORD, LANDLORD MAY TERMINATE THIS AGREEMENT.**

(b) By Landlord: Landlord may assign or otherwise transfer this Agreement, upon written notice to Tenant, except any assignment, conveyance or transfer of this Agreement, which is separate and

distinct from a transfer of Landlord's entire right, title and interest in the Leased Premises, shall require the prior written consent of Tenant, which may be withheld in Tenant's sole discretion as more fully described in Section 17. Except for assignments and transfers having terms consistent with those described in Section 17, upon assignment, including any assignment requiring Tenant's consent, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Tenant's right to consent or not to consent to any transfer which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Leased Premises is a continuing right in favor of Tenant and cannot be extinguished by Tenant's consent or non-consent on one or more occasion. For purposes of this Section, any assignment or transfer of Landlord's interest in the Leased Premises or this Agreement as a result of: (i) final approval of a dissolution of Landlord by its Board of Commissioners or the State of Florida; (ii) at such time as Landlord has no Board of Commissioners; or (iii) any sale by Landlord of its entire right, title or interest in and to this Agreement and the Leased Premises, including the Leased Premises shall not require Tenant's written consent.

16. SALE OF LEASED PREMISES

(a) Landlord shall not be prohibited from the selling, leasing or using any of the Leased Premises or Easements except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Leased Premises, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Leased Premises is transferred, as a condition precedent to transfer and payment of Rent, the new Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) The provisions of this Section shall in no way limit or impair the obligations of the Landlord under this Agreement.

17. RIGHT OF FIRST REFUSAL/RENTAL STREAM OFFER

(a) If at any time after the date of this Agreement, Landlord receives a bona fide written offer, which Landlord intends to accept, for an instrument of sale, easement, loan, or other legal document, from a third party seeking an assignment and/or transfer of the revenue rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) calendar days after it receives such copy and representation, to agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract similar to the Rental Stream Offer, and shall be binding upon the Parties. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms and conditions of this Agreement. However, such Revenue Stream Offer shall not relieve Landlord from faithfully performing and discharging any and all Landlord obligations hereunder, which cannot be faithfully performed by any such third party due to Landlord maintaining its interest and title to the Leased Premises and/or Easements, and Tenant shall continue to look to the Landlord for performance under this Agreement and all obligations hereunder. Further, if Tenant fails or decides not to exercise its Right of First Refusal, the right to match any Rental Stream Offer shall continue as to all new owners and offers.

(b) In the event Landlord engages and/or retains the services of an advisor, broker or

consultant to solicit, facilitate and/or negotiate any Rental Stream Offer, Landlord agrees to be solely responsible and directly obligated to pay for any fee or commission (which may not be included in, part of or added onto any Rental Stream Offer) associated with any such engagement and/or retention by Landlord in connection with any transaction contemplated or associated with any Rental Stream Offer.

18. TITLE TO PERSONAL PROPERTY Title to the Communications Tower Facility, and ownership thereof, its appurtenances and equipment, shall remain with and be in the name of the Tenant. If this Agreement shall terminate or expire, Tenant retains the right to remove the Communications Tower Facility in accordance with Section 25 below.

19. NOTICES All notices under this Agreement must be in writing and shall be deemed validly given if and when sent by overnight express mail services or by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to TENANT:

Skyway Towers, LLC
3637 Madaca Lane
Tampa, FL 33618
Attn: Property Management-Site ID: FL-01068 Cape Canaveral
Phone No.: (813) 960-6200
Email: propertymanagement@skywaytowers.com

If to LANDLORD:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: Mark Milisits, Director, Real Estate
Phone No.: (321) 394-3260
Email: REDept@portcanaveral.com

With copy to (same address):
Attn: VP & General Counsel

20. SEVERABILITY If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal, or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either Party upon ten (10) business days prior written notice to the other Party thereto.

21. CONDEMNATION/EMINENT DOMAIN In the event Landlord receives notification of any eminent domain or condemnation proceedings affecting the Leased Premises and Easements, Landlord will provide notice of the proceeding to Tenant within seven (7) business days of receipt of said notification. If a taking or condemning authority takes the entire Leased Premises and Easements, or a portion thereof sufficient, in Tenant's sole determination, to render the Leased Premises unsuitable for Tenant's intended use, this Agreement will terminate as of the date the title vests in the taking or condemning authority. The Parties will each be entitled to pursue their own separate awards in the eminent domain or condemnation proceeds, which for Tenant will include, where applicable, the value of its Communications Tower Facility, loss of current and future subtenant(s) revenue, moving expenses,

prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

22. CASUALTY Landlord will provide notice to Tenant of any casualty affecting the Leased Premises or Easements within seven (7) business days of becoming aware of the casualty. If any part of the Communications Tower Facility, Leased Premises or Easements is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Tenant undertakes to rebuild the Communications Tower Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Leased Premises in accordance with Section 24 below and at no additional Rent until such time as Tenant is able to secure a replacement location within the Port or the reconstruction of the Communications Tower Facility is completed.

23. TAXES

(a) Tenant shall be responsible for payment of all ad valorem and non-ad valorem taxes, personal property taxes, and assessments levied upon and directly attributable to the Leased Premises and/or Communications Tower Facility, only for so long as this Agreement remains in effect. Landlord shall provide Tenant with copies of all assessment notices on or including the Leased Premises and/or Communications Tower Facility immediately upon receipt, but in no event more than twenty (20) calendar days after receipt by Landlord.

(b) Tenant shall have the right to contest, in good faith, the validity or the amount of any personal property tax or assessment levied against and directly attributable to the Leased Premises and/or Communications Tower Facility by such appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Communications Tower Facility. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

24. TEMPORARY ANTENNA FACILITIES Upon full execution of this Agreement, Tenant and its successors, Sublessees and assigns, shall have the right to install, operate and maintain upon the Leased Premises, or a portion of the Port property adjacent to the Leased Premises at a mutually acceptable location, a temporary antenna facilities or a cell on wheels (collectively, herein referred to as "**COW**"). Landlord and Tenant shall reasonably cooperate in determining a COW's suitable placement. Tenant and its successors, Sublessees and assigns shall have the right to install, operate or maintain a COW during initial construction of the Communications Tower Facility and, as required, upon any repair, modifications, maintenance or additions to the Communications Tower Facility, including, but not limited to, damage to the Communications Tower Facility caused by natural disaster or sabotage, throughout the Term of this Agreement. Any COW placed on the premises, in accordance with this Section 24, will be in place only for so long as the Communications Tower Facility is not fully operational.

25. CONDITION UPON TERMINATION Upon the termination of the Agreement, Tenant shall remove all of Tenant's above-ground improvements, along with any footings or foundations installed by Tenant to a depth of two (2) feet below the established grade within the Leased Premises to its original condition at the Commencement Date of this Agreement, and surrender the Leased Premises to

Landlord, in reasonably good order, condition, and repair, except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Agreement. Tenant shall repair, at Tenant's expense, any damage to the Leased Premises caused by the removal of any of Tenant's personal property, including but not limited to its machinery and equipment. Notwithstanding the foregoing, Landlord covenants and agrees that no part of the Communications Tower Facility constructed, erected, or placed on the Leased Premises by Tenant will become, or be considered as being affixed to or a part of, the Leased Premises. All improvements by Tenant on the Leased Premises will be and remain the property of the Tenant and may be removed by the Tenant, at Tenant's sole discretion, at any time during the Term.

26. PUBLIC RECORDS Landlord is a public entity subject to Chapter 119, Florida Statutes ("**Florida's Public Records Law**"). Unless (i) exempt from public access by Article I, Section 24(a) of the Florida Constitution or Section 119.07, Florida Statutes or (ii) prohibited by any enforceable confidentiality, nondisclosure and/or other restrictive covenant agreements entered into by and between Tenant and its investors, Lenders and/or Sublessees, Tenant shall, in accordance with Florida's Public Record Law, allow public access to all documents, papers, letters, or other material made or received by the Tenant in conjunction with this Agreement. The Tenant's failure to do so shall constitute cause for the Landlord to terminate this Agreement.

IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT's DUTY TO PROVIDE PUBLIC RECORDS PERTAINING TO THIS AGREEMENT, CONTACT THE CPA'S CUSTODIAN OF PUBLIC RECORDS AT (321) 783-7831, <publicrecords@portcanaveral.com>, or Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, Attn.: Records and Information Manager.

27. MISCELLANEOUS The Parties hereto mutually covenant and agree as follows:

(a) This Agreement contains and embraces the entire agreement between the Parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the Parties, unless such agreement be expressed in writing, signed and acknowledged by the Landlord and the Tenant, or their successors in interest. If any term, clause or provision of this Agreement shall be judged to be invalid, the validity of any other clause or provision of this Agreement shall not be affected thereby. The failure by a Party to enforce any provision of this Agreement or to require performance by other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

(b) Recordation. Within thirty (30) calendar days of receipt from Tenant of a copy of the certified survey of the Leased Premises containing a standalone legal description and sketch, Landlord shall record, at Landlord's expense, a memorandum of this Agreement, in form and substance reasonably acceptable to Tenant upon which Tenant shall join in its execution, in the public records of Brevard County, Florida, and furnish the recording information to the Tenant.

(c) Tenant's obligations under this Agreement are contingent upon obtaining a satisfactory non-disturbance agreement from any mortgagee or other lienor. If a satisfactory non-disturbance agreement is not obtained, then at Tenant's option, all prepaid rent and deposits shall be returned to Tenant, and Tenant may terminate this Agreement by written notice to Landlord without further liability whatsoever.

(d) This Agreement and all the covenants and agreements herein contained shall extend to, bind and run in favor of the heirs, personal representatives, successors and assigns, of the Parties hereto.

(e) Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida, without regard to conflicts of law. With respect to any claim or cause of action, whether in law or equity and regardless of the nature of the claim or cause of action, arising out of or relating to this Agreement, the Parties consent to the sole and exclusive jurisdiction and venue in a court of competent jurisdiction located in Brevard County, Florida.

(f) The submission of this Agreement to any Party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgement, and delivery hereof by Landlord and Tenant.

(g) The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof. Should either party commence an action against the other to enforce this Agreement, for a determination or its rights or duties hereunder, or in connection with or in any way relating to the Leased Premises and/or Easements, the prevailing party in such dispute shall be entitled to recover its reasonable attorneys' fees (at the trial and appellate levels) from the non-prevailing party.

(h) No Liens. Tenant shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien, or encumbrance against the Leased Premises in connection with the exercise of Tenant's rights hereunder.

(i) Reservation of Easements. Landlord reserves all existing easements and utility uses on the Leased Premises whether or not such easements and uses are recorded as of the Effective Date.

(j) Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Kevin Markey
Chairman

Date: _____, 2023

ATTEST:

_____
Wayne Justice
Secretary/Treasurer

(CORPORATE SEAL)

[TENANT SIGNATURE TO FOLLOW ON NEXT PAGE]

WITNESSES:

By: _____
Print Name: Sara Benson

By: _____
Print Name: JOSEPH P. KNISELL

"TENANT"

Skyway Towers, LLC,
a Delaware limited liability company

By: _____
Print Name: Scott M. Behuniak
Its: President / COO
Date: 9-12-2023

EXHIBIT 1

That certain portion of Port property upon which the Leased Premises and Easements are a part thereof is situated north of State Road 401 and at location just east of Grouper Road, in Cape Canaveral, in the County of Brevard, State of Florida 32920 and described as follows:

[LEGAL DESCRIPTION TO BE PROVIDED FOLLOWING SURVEY]

Note:

This Exhibit may be supplemented or replaced by full legal description based upon a land survey of the Leased Premises once a land survey is received by Tenant.

EXHIBIT 2

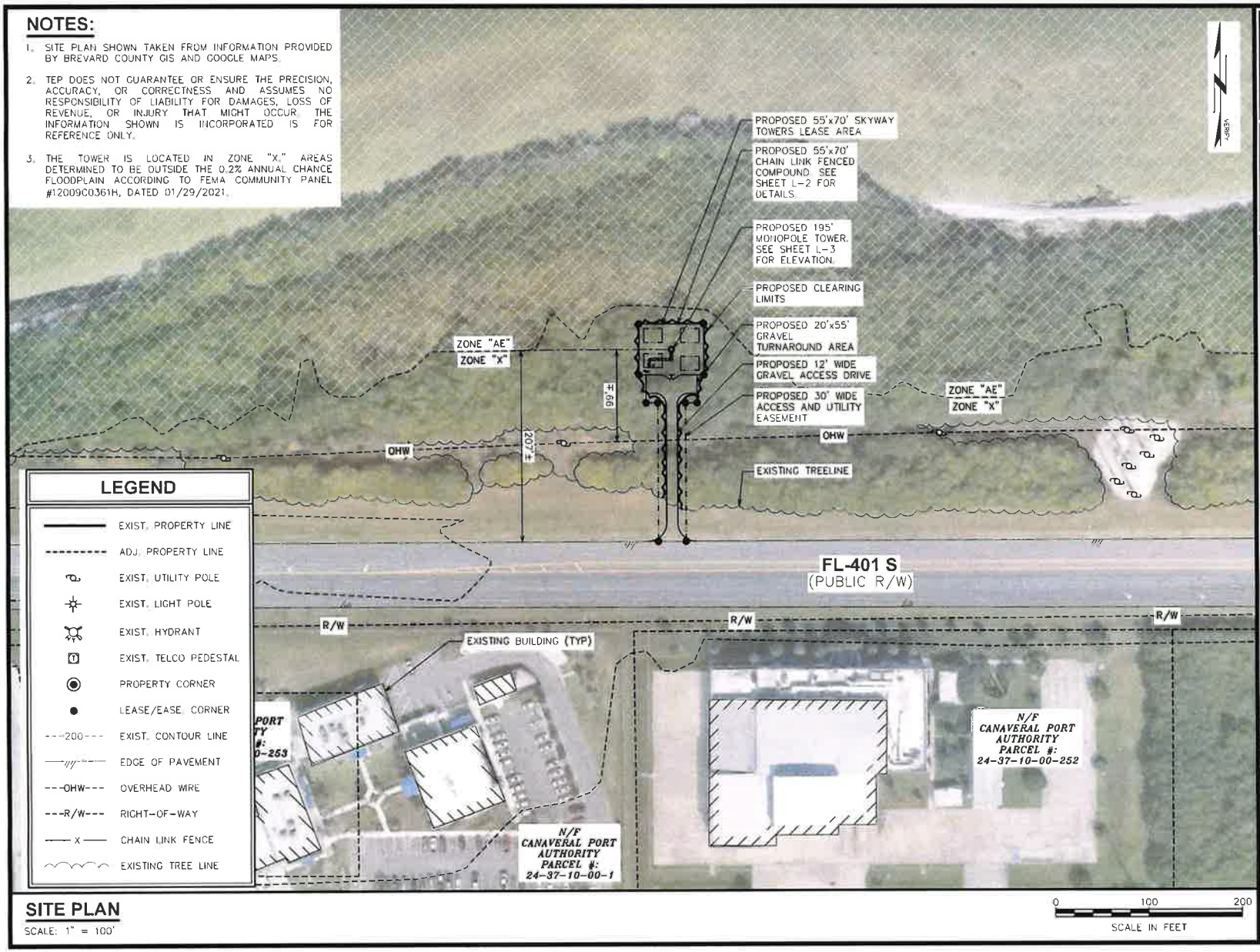
DEPICTION OF LEASED PREMISES, EASEMENTS, AND TOWER

"Site Plan, Tower Elevation, and Compound Detail" for Skyway Site # FL-01068 provided by Tower Engineering Professionals dated August 23, 2023."

[SEE ATTACHED THREE (3) PAGE SITE PLAN TO FOLLOW]

NOTES:

1. SITE PLAN SHOWN TAKEN FROM INFORMATION PROVIDED BY BREVARD COUNTY GIS AND GOOGLE MAPS.
2. TEP DOES NOT GUARANTEE OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OF LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR. THE INFORMATION SHOWN IS INCORPORATED IS FOR REFERENCE ONLY.
3. THE TOWER IS LOCATED IN ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12009C0361H, DATED 01/29/2021.



LEGEND

- EXIST. PROPERTY LINE
- ADJ. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. LIGHT POLE
- EXIST. HYDRANT
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- LEASE/EASE. CORNER
- ---200--- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- ---OHW--- OVERHEAD WIRE
- ---R/W--- RIGHT-OF-WAY
- —— x —— CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 100'

0 100 200

SCALE IN FEET

PLANS PREPARED FOR:

SKYWAY TOWERS
3637 MADACA LANE
TAMPA, FL 33618
OFFICE: (813) 960-6211

PROJECT INFORMATION:

CAPE CANAVERAL
SKYWAY SITE #: FL-01068
TMO ID: XXXXXX
FL-401 S
PORT CANAVERAL, FL 32920
(BREVARD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:

LEASE EXHIBIT
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
1	06-23-23	LEASE EXHIBIT
0	06-22-23	LEASE EXHIBIT

DRAWN BY: DWF | CHECKED BY: ANC

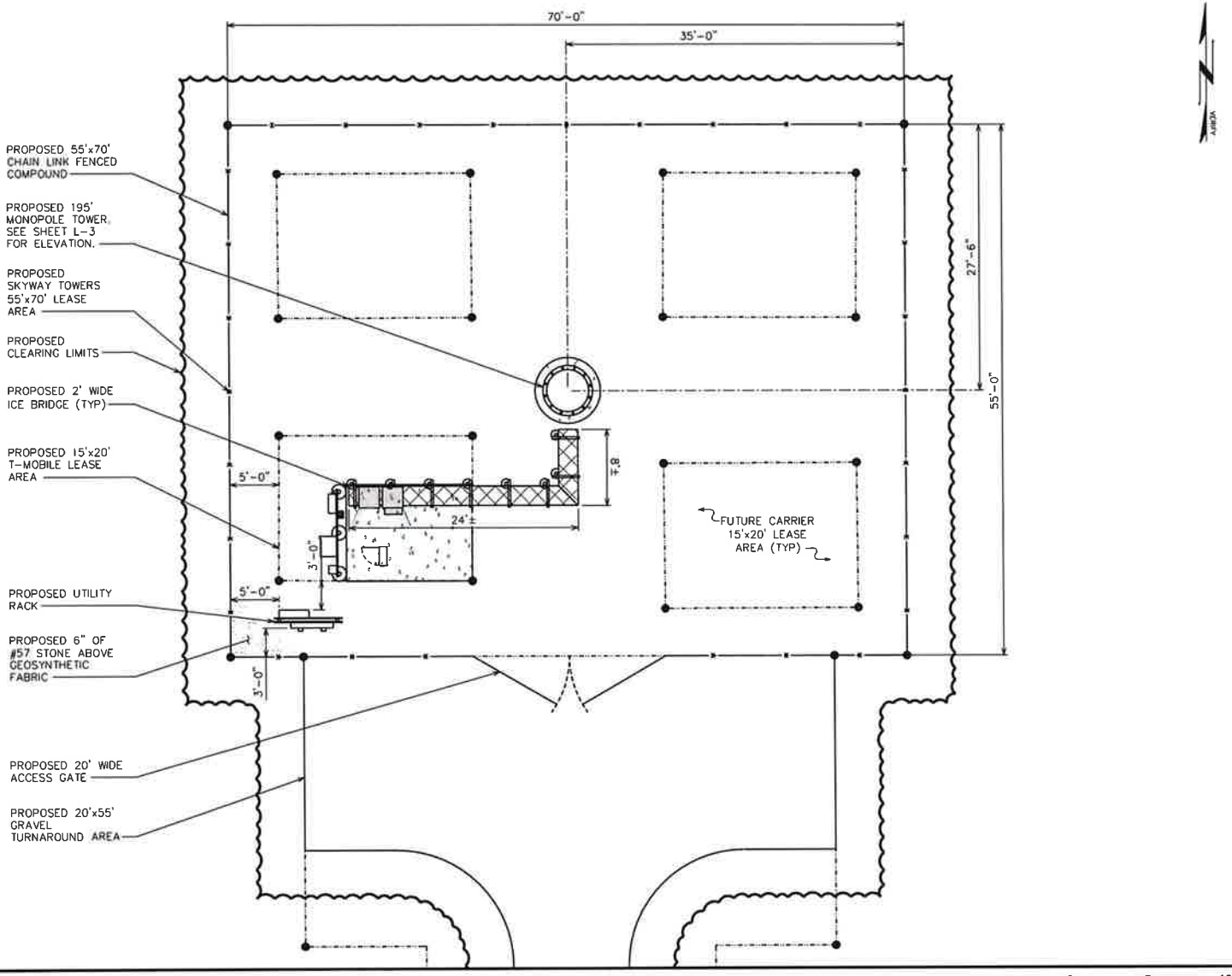
SHEET TITLE:

SITE PLAN

SHEET NUMBER: **L-1**

REVISION: 1

TEP #: 333323



COMPOUND DETAIL

SCALE: 3/32" = 1'-0"

0 8 16

SCALE IN FEET

PLANS PREPARED FOR:

SKYWAY TOWERS
3637 MADACA LANE
TAMPA, FL 33618
OFFICE: (813) 960-6211

PROJECT INFORMATION:

CAPE CANAVERAL
SKYWAY SITE #: FL-01068
TMO ID: XXXXXX
FL-401 S
PORT CANAVERAL, FL 32920
(BREVARD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:

LEASE EXHIBIT
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
	08-23-23	LEASE EXHIBIT
0	08-22-23	LEASE EXHIBIT

DRAWN BY: DWF | CHECKED BY: ANG

SHEET TITLE:

COMPOUND DETAIL

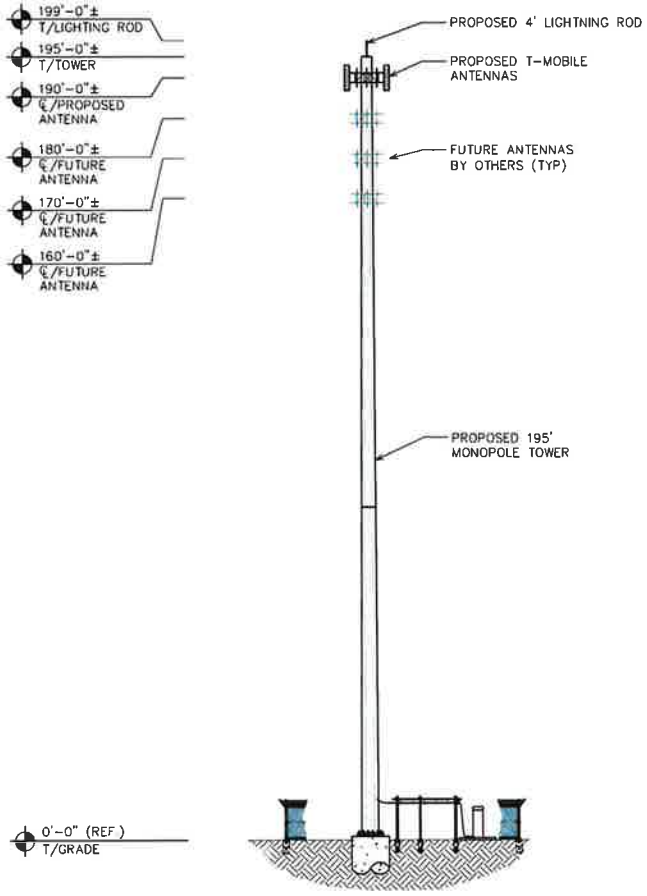
SHEET NUMBER: **L-2**

REVISION: 1

TEP # 333323

NOTES:

1. PROPOSED CABLES TO BE RUN PER SPECIFICATIONS OF PASSING STRUCTURAL ANALYSIS.
2. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY
3. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.



TOWER ELEVATION

SCALE: 1" = 30'

0 30 60

SCALE IN FEET

PLANS PREPARED FOR:

SKYWAY TOWERS
3637 MADACA LANE
TAMPA, FL 33618
OFFICE: (813) 960-6211

PROJECT INFORMATION:

CAPE CANAVERAL
SKYWAY SITE #: FL-01068
TMO ID: XXXXXX
FL-401 S
PORT CANAVERAL, FL 32920
(BREVARD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:

LEASE EXHIBIT
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
0	08-22-23	LEASE EXHIBIT

DRAWN BY: DWF | CHECKED BY: AJG

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER: **L-3**

REVISION: 0

TEP #: 333323

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

Section:	
Item Number:	4.B
Department:	Real Estate
Requested Action:	Consideration of approving a Fourth Amendment to the Commercial Lease Agreement with Ambassador Services International, LLC ("Tenant") extending the term of the lease for a period of twelve (12) months for a portion of the warehouse building located at 8985 Columbia Drive ("Premises"). This document has been reviewed and approved by General Counsel. (Mark Milisits)

Summary Explanation & Background:

Canaveral Port Authority ("Landlord") and Tenant are parties to that certain Commercial Lease Agreement dated February 20, 2019, as amended, for office and warehouse space consisting of approximately 10,000 square feet, located at 8985 Columbia Road. This Fourth Amendment will extend the lease term for a period of twelve (12) months and provide a one-year extension option, subject to Landlord's approval. The total lease rate for the extended term increases from $8.14 to $8.39 per square foot (inclusive of the Port Infrastructure Fee). In addition, the security deposit is increased to equal one month's current rent.

Tenant: Ambassador Services International, LLC
Premises: 8985 Columbia Road, Bays 3, 4, 5 and 6
Size: Approximately 10,000 square feet
Term: 12 Months (November 1, 2023 – October 31, 2024)
Extension Options: One (1) option for twelve (12) moths, subject to Landlord's approval
Use: Warehouse area, office space, and outside storage
Rent Revenue: $83,900.04
Capital Improvements by CPA: None

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

4B Cover Page.pdf

Fourth Amendment - ASI Columbia.pdf

Meeting Date

September 20, 2023

AGENDA ITEM REQUEST

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Item Number:	4.B
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Rent Revenue: $83,900.04
Capital Improvements by CPA: None

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Fourth Amendment ASI Columbia.pdf

FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "Amendment") is entered into, executed, and delivered as of _____, 2023, by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida ("Landlord"), and **AMBASSADOR SERVICES INTERNATIONAL, LLC**, a Florida limited liability company ("Tenant"). Landlord and Tenant are at times hereinafter referred to respectively as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Commercial Lease Agreement dated February 20, 2019, as amended by that certain First Amendment to Commercial Lease Agreement dated May 22, 2019, as amended by that certain Second Amendment to Commercial Lease Agreement dated October 28, 2020, as amended by that certain Third Amendment to Commercial Lease Agreement dated October 27, 2021, as properly extended by Tenant's subsequent written notice dated October 14, 2022 (collectively, the "Lease"), for the lease of the Premises, as more particularly described in the Lease;

WHEREAS, the Parties wish to amend the Lease as provided herein; and

WHEREAS, any term not otherwise defined herein, shall have the meaning as set forth in the Lease.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as of the date hereof as follows:

1. Recitals. The Parties hereby acknowledge the accuracy of the above recitals and incorporate the same as substantive provisions of this Amendment.

2. Term. Section 2.1 of said Lease is hereby modified as follows:

2.1 Lease Term. The term of this Lease shall be extended twelve (12) months and expire on October 31, 2024. The initial term and this extension shall hereinafter be the "Term".

3. Extension Option. Section 2.4 of said Lease is hereby deleted and replaced with the following:

2.4 Subject to Landlord's approval, in Landlord's sole discretion, Tenant shall have the option as hereinafter provided, to further extend the term of this Lease (the "Extension Option") for one (1) year (hereinafter referred to as the "Extension Period") upon the following terms and conditions:

(i) If Tenant desires to exercise the Extension Option, it must notify Landlord, in writing (the "Extension Notice") no later than sixty (60) days prior to the expiration of the then-current Term. The failure by Tenant to exercise the Extension Option on or before such

time, for whatever reason, shall result in the automatic termination of the Extension Option. Landlord shall notify Tenant within thirty (30) days whether or not Landlord agrees to extend the Term.

(ii) Tenant shall not be entitled to exercise the Extension Option if Tenant shall be in default in the performance of any of the terms and conditions contained in this Lease, either at the time of its attempted exercise of the Extension Option or at the proposed time of commencement of the Extension Period.

(iii) Upon the proper exercise by Tenant of the Extension Option and subject to Landlord's approval, and provided that the Extension Option has not been terminated pursuant to Paragraph 2.4 (ii) above, the term of this Lease shall be extended for the Extension Period, which Extension Period shall commence at 12:01 a.m. on the day after the expiration of the Term and shall end at 11:59 p.m. on the last day of the month after such commencement, without any further action of Landlord and Tenant.

(iv) The extension of the Term pursuant to an Extension Option shall contain the same terms and conditions as those for the Term, as if the term of this Lease had been through the end of the Extension Period.

4. Right to Terminate. Section 2.5 is hereby modified as follows:

2.5 Right to Terminate. Tenant may terminate this Lease with ninety (90) days' prior written notice sent to the Landlord along with payment of Seven Thousand Four Hundred Forty-Six and 13/100 Dollars ($7,446.13). The termination notice shall not be effective unless and until payment of the above amount is received by Landlord.

5. Rent. Section 3.1 of said Lease is hereby modified as follows:

3.1 Beginning November 1, 2023, the monthly Rent shall be as follows:

TERM	BASE $/SF	PIF $/SF	BASE RENT	PIF	TOTAL RENT*
Nov. 1, 2023 – Oct. 31, 2024	7.82	.57	$6,516.67	$475.00	$6,991.67
Extension Period	3% INCREASE				

*plus sales tax of 6.5%, subject to change at any time by government authority.

6. Security Deposit. Section 4 of said Lease is hereby modified as follows:

4. The Parties acknowledge that Tenant has on deposit with Landlord the amount of Six Thousand Five Hundred Ninety-One and 67/100 Dollars ($6,591.67) as security for Tenant's faithful performance of the obligations of the Lease. Prior to the execution of this Amendment, Tenant shall remit an additional Eight Hundred Fifty-Four and 46/100 Dollars ($854.46) in cash or other form acceptable to Landlord, in its sole discretion, for a total security deposit of Seven Thousand Four Hundred Forty-Six and 13/100 Dollars ($7,446.13), hereinafter the "Security Deposit".

7. Notices. Tenant's address under Section 24 is hereby updated as follows:

24. **For the Tenant:**

AMBASSADOR SERVICES INTERNATIONAL, LLC
9025 N. Atlantic Avenue
Cape Canaveral, FL 32920
Attn.: Michael Noyes, President
(321) 784-4661

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have set their hands and seals on the dates set forth below.

"**LANDLORD**":

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Kevin Markey, Chairman

ATTEST: _____
Wayne Justice, Secretary/Treasurer

Date: _____

(CORPORATE SEAL)

[SIGNATURES CONTINUED NEXT PAGE]

"**TENANT**":

AMBASSADOR SERVICES INTERNATIONAL, LLC, a Florida limited liability company,

By: _____
Name: Michael Noyes
As Its: President
Date: 9/8/2023

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 8th day of September, 2023, by Michael Noyes, President, AMBASSADOR SERVICES INTERNATIONAL, LLC, a Florida limited liability company, who is known to me personally or produced _____ as identification.

ALEXANDRIA ASHLEY CAMPBELL
Notary Public - State of Florida
Commission # HH 156439
My Comm. Expires Jul 21, 2025
Bonded through National Notary Assn.

AlexandriaCampbell
Notary Public, State of Florida

Alexandria Campbell
Printed Name of Notary Public
My commission expires: 7/21/2025