CITY OF SOUTH MIAMI

CITY COMMISSION MEETING AGENDA

Monday, November 2, 2020, 7:00 PM
CITY HALL/COMMISSION CHAMBERS
6130 SUNSET DRIVE
SOUTH MIAMI, FL 33143

THE CITY OF SOUTH MIAMI HAS A SIGNIFICANT GOVERNMENTAL INTEREST IN CONDUCTING EFFICIENT AND ORDERLY COMMISSION MEETINGS. SPEAKERS PLEASE TAKE NOTICE THAT SECTION 2-2.1(K)(2) OF THE CODE OF ORDINANCES PROVIDES THAT "ANY PERSON WHO MAKES SLANDEROUS OR INTENTIONALLY RUDE, UNCIVIL OR OTHERWISE IMPERTINENT REMARKS, AND WHO REFUSES OR FAILS TO DESIST FROM MAKING SUCH REMARKS AFTER BEING INSTRUCTED TO DO SO, OR WHO SHALL BECOME BOISTEROUS IN THE COMMISSION CHAMBER AND WHO REFUSES OR FAILS TO DESIST FROM SUCH CONDUCT AFTER BEING INSTRUCTED TO DO SO MAY BE FORTHWITH REMOVED FROM THE PODIUM AND FROM CITY HALL FOR THE DURATION OF THAT MEETING AT THE DIRECTION OF THE PRESIDING OFFICER, UNLESS OVERRULED BY A MAJORITY VOTE OF THE COMMISSION. NO CLAPPING, APPLAUDING, HECKLING, OR VERBAL OUTBURSTS SHALL BE PERMITTED FOR ANY REASON, INCLUDING FOR THE PURPOSE OF SUPPORTING OR OPPOSING ANY MATTER, ANY SPEAKER OR A SPEAKER'S REMARKS. NO SIGNS OR PLACARDS SHALL BE ALLOWED TO BE DISPLAYED IN ANY MANNER OTHER THAN WHEN USED FROM THE PODIUM TO EXPRESS AN OPINION OR DISPLAY FACTS. SIGNS TO BE USED AT THE PODIUM MUST BE BROUGHT INTO THE COMMISSION CHAMBERS IN A MANNER SO AS NOT TO UNNECESSARILY DISPLAY THEIR CONTENT UNTIL THE SIGN IS BROUGHT TO THE PODIUM IMMEDIATELY BEFORE THE SIGN IS DISPLAYED FROM THE PODIUM IN THE COMMISSION CHAMBER. PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. THE USE OF ACOUSTIC MOBILE COMMUNICATION DEVICE, SUCH AS PHONES, IN THE COMMISSION CHAMBER IS NOT PERMITTED WHILE THE COMMISSION IS IN SESSION. PHONE RINGERS AND OTHER DEVICES THAT EMIT SOUND MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS. INDIVIDUALS MUST EXIT THE CHAMBER TO ANSWER INCOMING CALLS. NO CAMERA FLASH OPTIONS SHALL BE USED BY THE PUBLIC DURING ANY PORTION OF THE MEETING EXCEPT DURING RECOGNITION AND AWARD CEREMONIES."

A. SILENCE OR TURN OFF ALL CELL PHONES

B. ADD-ON ITEM(S)

Ba. A Resolution authorizing the City Manager to expend an amount not to exceed $8,100 to Miami Dade College-School of Justice Assessment Center for the Sergeants promotional exam. 3/5 (City Manager-Police Dept.)
Suggested Action: Approve
Memo-Sergeants_Test_2020 (1).docx
Reso - Sergeants Test 2020.docx
Proposal_South Miami PD 2021.pdf
IOS Proposal - South Miami, FL - Promotional Testing for Sergeants - 10.8.20.pdf
PSI Cost Estimate.pdf
PSI Police Promotional Overview 2020 with Appendices.pdf
PSI Public Safety Projects Within Last 5 Years 2020.xlsx

Bb. A Resolution of the Mayor and City Commissioners of the City of South Miami accepting the Right of Way dedication deed of twenty-five (25) feet along SW 68 Avenue for future Right of Way improvements. 3/5 (City Attorney).
Reso acceptingROW Dedicationt.doc

Filed Waiver of Plat Covenant[1].pdf
Pirulito LLC ROW Deed to CSM (2020-10-29).pdf

Bc. A Resolution of the Mayor and City Commissioners of the City of South Miami, in accordance with Florida Statutes, Chapter 252, and the City's Home Rule Powers, suspending all ordinances that requires that a quorum be present in person at meetings of any of the City's Boards during the pendency of the Covid-19 pandemic. 3/5 (City Attorney)
Res re Quorum for Boards during Covid-19 (2).docx

C. ROLL CALL

D. MOMENT OF SILENCE

E. PLEDGE OF ALLEGIANCE

F. LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

G. PRESENTATIONS

H. APPROVAL OF MINUTES

Ha. 10.20.2020
10.20.20.docx

I. CITY MANAGER'S REPORT

J. CITY ATTORNEY'S REPORT *- [City Attorney reminder: Remarks are limited to those matters that are not quasi-judicial. Any comment on a quasi-judicial matter may be made when the item is called and the speaker is under oath.]*

K. PUBLIC REMARKS

L. BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

M. COMMISSION REPORTS, DISCUSSION & REMARKS

N. CONSENT AGENDA

1. A Resolution extending term limits and acknowledging Vice Mayor Welsh's appointment of Mrs. Helene Valentine to serve on the Green Task Force for an additional two-year term ending November 6, 2022. 3/5 (Vice Mayor Welsh)
Resolution Extending Term reappt GTF.Valentine.doc
Helene Valentine.pdf

2. A Resolution extending term limits and acknowledging Commissioner Liebman's appointment of Bradley Cassel to serve on the Pension Board for an additional two-year term ending October 31, 2022. 3/5 (Commissioner Liebman)
Resolution Extending Term reappt Pension.Cassel.doc
Bradley Cassel.pdf

3. A Resolution authorizing the City Manager to purchase six (6) vehicles from Alan Jay Fleet Sales, purchase and install of emergency equipment with Public Safety Supply and decals and installation from Graphics Design. 3/5 (City Manager-Police Dept.)
FY_2021_Police_Vehicle_Equipment_Purchase_CM_Memo.docx
FY 2021 6 Vehicle purchase from Alan Jay reso w numbers.docx
FSA20VEL28_PoliceRatedHybrid_251.pdf
251_LDDE48_CHARGER_POLICE_RWD_V8 (1).pdf
251_DODGE_LDDE48_CHARGER_PURSUIT_V8_RWD (1).pdf
IFB 516388_SUPPLIER_US.pdf
Resolution No. 002-20-15442 & Contract.pdf
SOUTH MIAMI PD PROPOSAL Graphics (FORD POLICE INTERCEPTOR SUV KIT).docx
Third & Final City of MiamiRenewal.pdf

4. A Resolution authorizing the City Manager to enter into an agreement with DBF Construction, LLC. for the demolition of a single-family residence and other structures located at 7435 SW 66th Avenue for the purpose of future park-related development. 3/5 (City Manager-Parks & Recreation Dept.)
Memo-Demo Property 7345 QP1.docx
Reso-Demo_Property_7345CArev.docx
Bid Tabulation RFP PR2020-23.pdf
DBF Proposal.PDF

5. A Resolution authorizing the City Manager to execute a one-year agreement with Sunshine Gasoline Distributors, Inc. for the purchase and delivery of bulk fuel gasoline and diesel for the City's vehicle fleet and equipment. 3/5 (City Manager-Public Works Dept.)
Memo - Sunshine Gasoline Distributors Inc FY20-21.docx
Res Sunshine_Gasoline_FY-20-21 (1)CArev.doc
Award_Notice,_ITQ-676-A-19-21,
Signed Agreement Sunshine Gas Distributors complete.pdf
OPIS DAILY FUEL PRICES 09.30.20.xlsx
Sun biz Sunshine Gasoline Distributors
Solicitation_ITQ-676-A-19-21 MDC Sunshine Gasoline.pdf
Sunshine Gasoline Piggyback Contract with Miami Dade County.pdf

6. A Resolution authorizing the City Manager to permit Deli Lane Café to extend its business onto 59th Avenue from 72nd Street to 73rd Street for an Evening of Gratitude event on Saturday, November 28, 2020 from 7:00 p.m. to 11:00 p.m. and to waive certain special event fees. 3/5 (Mayor Philips)
MEMO- Deli Lane 2020.docx
RESOLUTION_-_Deli_Lane (1)CArev.docx
Special Event App.pdf

O. RESOLUTION(S)

7. A Resolution of the Mayor and City Commissioners of the City of South Miami instructing the City Manager to initiate an application with the City's Planning and Zoning Department to designate City Hall as a historic building. 3/5 (Commissioner Harris)
Res toApplyforHistoricDesignCityHallPoliceStation.doc

P. RESOLUTION(S) PUBLIC HEARING(S)

Q. ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

8. An Ordinance of the City of South Miami, Florida, authorizing the City Manager to execute a lease agreement with the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, for the property located at 6701 SW 58th Place, South Miami, Florida, 33143, for a term of five (5) years, commencing on October 1, 2020, and terminating on September 30, 2025. 4/5 (City Manager-Finance Dept.)
Suggested Action: First reading only requires 3/5 vote and a public hearing is not required but the 2nd and final reading of the ordinance will require a public hearing and 4/5 vote to enact the ordinance.
Memo - SM Childrens Clinic Lease.docx
Ordinance - SM Childrens Clinic Lease.docx
Proposed Lease - South Miami Childrens Clinic5.pdf
South Miami Childrens Clinic Insurance.pdf
Children's Clinic Property Information 2019.pdf
Miami Herald Ad.pdf
MDBR Ad.pdf

R. ORDINANCE(S) FIRST READING(S)

9. An Ordinance pursuant to Section 20-5.7 and other applicable provisions of the City of South Miami Land Development Code modifying Article VIII, Section 20-8.3 regarding the Transit-Oriented Development District Mixed-Use Market (TODD (MU-M)). 3/5 (Vice Mayor Welsh)
Suggested Action: Approval
ORD_Amendingf_TODD_MU-M_CArev (1).docx

10. An Ordinance amending the City of South Miami Code of Ordinances, Chapter 2, Article I, Section. 2-2.1 to change the time for submitting add-on items to the Agenda and providing for attending Commission meetings remotely. 3/5 (Commissioner Harris)
Ord Amending 2-2.1 Add-ons & CMT Attendance.docx

11. An Ordinance amending the City of South Miami Land Development Code, Section 20.6.1(A) (B), (C) and (D) to provide for virtual meetings, election day meeting conflicts, attendance remotely, authority of the person chairing the meeting to make motions and vote on all motions and clarifying that board members are nomination and not recommended for membership. 3/5 (City Attorney)

Ord amending 20.6.1(A)(B),(C)&(D) re CMT Mtgs(2).doc

S. ADJOURNMENT

PURSUANT TO FLORIDA STATUTE 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION O1R ADMISSION OR OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

PURSUANT TO RESOLUTION No. 246-10-13280,"ANY INVOCATION THAT MAY BE OFFERED BEFORE THE START OF REGULAR COMMISSION BUSINESS SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE CITIZEN, FOR THE BENEFIT OF THE COMMISSION AND THE CITIZENS PRESENT. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE COMMISSION, AND THE COMMISSION DOES NOT ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER."

QUASI-JUDICIAL WARNING FOR CITY COMMISSION MEMBERS:

ANY AGENDA ITEM THAT HAS A QUASI-JUDICIAL WARNING IS CONSIDERED TO BE A QUASI-JUDICIAL MATTER. MEMBERS OF THE CITY COMMISSION MAY NOT HAVE ANY VERBAL COMMUNICATION WITH ANYONE, OTHER THAN AT THE MEETING SCHEDULED TO RESOLVE THE MATTER, UNTIL THE MATTER IS RESOLVED AT A PUBLIC MEETING AND THE MEETING IS ADJOURNED. YOU ARE PROHIBITED FROM MAKING ANY INDEPENDENT INVESTIGATION OF THIS MATTER OTHER THAN A SITE VISIT OR MAKING WRITTEN REQUESTS FOR INFORMATION FROM CITY EMPLOYEES AND RECEIVING WRITTEN RESPONSES FROM THEM IN THEIR OFFICIAL CAPACITY. ALL WRITTEN REQUESTS FOR INFORMATION AND RESPONSES THERETO MUST BE FILED WITH THE CLERK AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. YOU MAY NOT HAVE ANY VERBAL COMMUNICATION WITH CITY EMPLOYEES REGARDING THIS MATTER. YOU MAY NOT ENTER ONTO SOMEONE'S PROPERTY WITHOUT THEIR PERMISSION. FURTHERMORE, YOU MAY NOT DISCUSS THE MATTER WITH THE PROPERTY OWNER OR ANYONE ELSE, INCLUDING NEIGHBORS. YOU MUST, IN WRITING, ADVISE THE CLERK OF THE DATE AND TIME OF YOUR SITE VISIT AND, IF THIS MATTER INVOLVES LAND USE, YOU MUST ALSO SEND A COPY TO THE PLANNING AND ZONING DIRECTOR. ALL INFORMATION THAT YOU OBTAIN ON THIS MATTER, OTHER THAN YOUR PERSONAL OBSERVATIONS AT A SITE VISIT AND WRITTEN INFORMATION PROVIDED BY STAFF, MUST BE PRESENTED TO YOU AT THE DULY NOTICED PUBLIC MEETING DURING WHICH THE APPLICANT SHALL BE GIVEN AN OPPORTUNITY TO PRESENT THE APPLICATION AND ANY EVIDENCE IN SUPPORT OF THE APPLICATION. IF THERE IS A BREAK IN THE MEETING, YOU MAY NOT ALLOW OTHERS TO SPEAK TO YOU ABOUT THE MATTER OR ALLOW THEM TO PROVIDE YOU WITH ANY INFORMATION ABOUT THE MATTER. IF THE MATTER REQUIRES MORE THAN ONE HEARING, YOU MAY NOT DISCUSS THE MATTER WITH ANYONE, UNTIL THE MATTER IS RESOLVED BY A FINAL WRITTEN RESOLUTION OR, IF APPLICABLE, ORDINANCE, AND, EVEN THEN, NOT UNTIL THE MEETING IS ADJOURNED. IF YOU RECEIVE AN EMAIL OR ANY WRITTEN OR PRINTED INFORMATION ABOUT THE MATTER BEFORE THE ADJOURNMENT OF THE HEARING AT WHICH A FINAL DECISION IS MADE FROM ANYONE OTHER THAN CITY EMPLOYEES ACTING IN THEIR OFFICIAL CAPACITY, YOU MAY READ IT BUT YOU ARE NOT ALLOWED TO RESPOND TO IT AND YOU ARE REQUIRED TO IMMEDIATELY PROVIDE A COPY OF ANY WRITTEN COMMUNICATION OR DOCUMENT YOU RECEIVE CONCERNING THIS MATTER TO THE CITY CLERK, AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. IN ADDITION, IF YOU RECEIVE ANY VERBAL, OR WRITTEN COMMUNICATION (OTHER THAN WHAT HAS ALREADY BEEN DELIVERED TO THE CLERK AND THE PLANNING AND ZONING DIRECTOR) YOU ARE REQUIRED TO DISCLOSE IT AT THE PUBLIC MEETING AND, IF IT WAS VERBAL, YOU ARE REQUIRED TO WRITE A MEMORANDUM THAT INCLUDES THE INFORMATION RECEIVED AND THE NAME AND ADDRESS OF THE PERSON PROVIDING THE INFORMATION, AS WELL AS THE DATE, TIME AND PLACE WHERE THE COMMUNICATION TOOK PLACE. THIS DOCUMENT MUST BE DELIVERED AS SOON THEREAFTER AS POSSIBLE TO THE CITY CLERK, AND IF APPLICABLE TO A LAND RELATED ISSUE, A COPY MUST ALSO BE DELIVERED TO THE PLANNING AND ZONING DIRECTOR.

WARNING REGARDING EX PARTE COMMUNICATIONS:

"*EX PARTE* COMMUNICATIONS" ARE WRITTEN OR VERBAL EXCHANGES BETWEEN AN ELECTED OR APPOINTED PUBLIC OFFICIAL, AND AN APPLICANT, HIS OR HER REPRESENTATIVES, OR A CITIZEN OR OTHER THIRD-PARTY OUTSIDE OF THE PUBLIC QUASI-JUDICIAL HEARING WHICH IS THE SUBJECT OF THE EXCHANGE. THE FLORIDA LEGISLATURE BY THE ADOPTION OF SECTION 286.0115(1), FLORIDA STATUTES, HAS AUTHORIZED THE ADOPTION OF LOCAL ORDINANCES ALLOWING EX PARTE COMMUNICATIONS IF CERTAIN PROCEDURES ARE FOLLOWED TO ENSURE THAT THE WRITTEN OR VERBAL EXCHANGE IS MADE PUBLIC, WHICH IS DESIGNED TO REMOVE ANY PRESUMPTION OF PREJUDICE THAT WOULD OTHERWISE RESULT IF THE EXCHANGE WERE KEPT PRIVATE AND NOT DISCLOSED. EX PARTE COMMUNICATIONS MUST BE PUBLICLY DISCLOSED PRIOR TO OR AT THE QUASI-JUDICIAL HEARING AT WHICH THE DECISION IS TO BE MADE. ALL DECISIONS MADE AT A QUASI-JUDICIAL HEARING MUST BE BASED ON COMPETENT SUBSTANTIAL EVIDENCE. VERBAL EX PARTE COMMUNICATIONS ARE HEARSAY, ARE NOT COMPETENT EVIDENCE, AND MAY NOT FORM THE SOLE BASIS FOR MAKING ANY QUASI-JUDICIAL DECISIONS, BUT THEY MAY BE USED TO SUPPORT OR EXPLAIN OTHER COMPETENT EVIDENCE.

PURSUANT TO ORDINANCE §2-2.1, CITY CODE, THE SOUTH MIAMI CITY COMMISSION HAS ADOPTED THESE PROCEDURES TO ALLOW THE USE OF EX-PARTE COMMUNICATIONS AS FOLLOWS:

1. THE ELECTED OR APPOINTED PUBLIC OFFICIAL SHALL DISCLOSE IN WRITING THE SUBJECT OF THE COMMUNICATION AND THE IDENTITY OF THE PERSON, GROUP, OR ENTITY WITH WHOM THE COMMUNICATION TOOK PLACE, AS SOON AS PRACTICABLE AFTER THE COMMUNICATION TAKES PLACE, WITH THE CITY CLERK AND MADE A PART OF THE RECORD AT THE HEARING BEFORE FINAL ACTION ON THE MATTER.

2. A LOCAL PUBLIC OFFICIAL MAY READ A WRITTEN COMMUNICATION FROM ANY PERSON. ANY WRITTEN COMMUNICATION THAT RELATES TO QUASI-JUDICIAL ACTION PENDING BEFORE A LOCAL PUBLIC OFFICIAL, SHALL NOT BE PRESUMED PREJUDICIAL TO THE ACTION, PROVIDED SUCH WRITTEN COMMUNICATION IS DISCLOSED AND MADE A PART OF THE RECORD BEFORE FINAL ACTION ON THE MATTER.

3. A LOCAL PUBLIC OFFICIAL MAY CONDUCT INVESTIGATIONS, MAKE SITE VISITS AND RECEIVE EXPERT OPINIONS REGARDING QUASI-JUDICIAL ACTION PENDING OR IMPENDING BEFORE HIM OR HER PROVIDED THAT SUCH ACTIVITIES AND THE EXISTENCE OF SUCH INVESTIGATIONS, SITE VISITS OR EXPERT OPINIONS IS MADE A PART OF THE RECORD BEFORE FINAL ACTION IS TAKEN ON THE MATTER.

4. DISCLOSURE MADE PURSUANT TO PARAGRAPHS 1, 2 AND 3 ABOVE MUST BE MADE BEFORE OR DURING THE PUBLIC MEETING AT WHICH A VOTE IS TAKEN ON SUCH MATTERS SO THAT PERSONS WHO HAVE OPINIONS CONTRARY TO THOSE EXPRESSED IN THE EX PARTE COMMUNICATION ARE GIVEN A REASONABLE OPPORTUNITY TO REFUTE OR RESPOND TO THE COMMUNICATION.

IT IS POSSIBLE THAT IF THE STATUTE OR ORDINANCE DISCUSSED ABOVE, OR A QUASI-JUDICIAL ACTION PENDING BEFORE THE COMMISSION OR BOARD ARE CHALLENGED, THAT A COURT MIGHT FIND THAT NEITHER THE LEGISLATURE NOR THE CITY COMMISSION HAD AUTHORITY TO ENACT THESE PROCEDURES CONCERNING EX PARTE COMMUNICATIONS, WHICH COULD RESULT IN THE ACTION TAKEN BEING REVERSED. YOU THUS PROCEED AT YOUR OWN RISK IN ENGAGING IN SUCH COMMUNICATIONS, AND THEY ARE NOT ENCOURAGED. THEY ARE, HOWEVER, THE POLICY OF THE LEGISLATURE AND CITY COMMISSION, AND UNTIL DETERMINED OTHERWISE BY THE LEGISLATURE OR THE COURTS, ARE LEGALLY PERMITTED BUT NOT WITHOUT POSSIBLE ADVERSE LEGAL CONSEQUENCES TO THE DETRIMENT OF THE CITY AND OTHER PARTIES.

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: John Barzola
Submitting Department: Police Department
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the City Manager to expend an amount not to exceed $8,100 to Miami Dade College-School of Justice Assessment Center for the Sergeants promotional exam. 3/5 (City Manager-Police Dept.)

Suggested Action:
Approve

Attachments:
Memo-Sergeants_Test_2020 (1).docx

Reso - Sergeants Test 2020.docx

Proposal_South Miami PD 2021.pdf

IOS Proposal - South Miami, FL - Promotional Testing for Sergeants - 10.8.20.pdf

PSI Cost Estimate.pdf

PSI Police Promotional Overview 2020 with Appendices.pdf

PSI Public Safety Projects Within Last 5 Years 2020.xlsx

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor & Members of the City Commission

FROM: Shari Kamali, City Manager

DATE: November 2, 2020 Agenda Item No.:_____

SUBJECT: A Resolution authorizing the City Manager to expend an amount not to exceed $8,100 to Miami Dade College-School of Justice Assessment Center for the Sergeants promotional exam.

BACKGROUND: The Police Department provides professional promotional process for the position of Sergeant. No current eligibility exists. The retirement of Sgt. Lisa King leaves an immediate opening for Sergeant.

Three (3) quotes were solicited from professional testing services to provide a professional promotional examination. Miami Dade College-School of Justice Assessment Center provides professional Police Sergeant Promotional process. The Miami Dade College- School of Justice provided a quote $8,100 which was the lowest quote provided for services requested. The South Miami Police Department has used Miami Dade College on 2 previous occasions for the Sergeants Promotional Test and is satisfied with the services received.

Quotes Received:

Miami Dade College- School of Justice	$8,100
Industrial/Organizational Solutions (IOS)	$34,210
PSI Services	$45,000-$50,000

The Badge exercise is also included and is a job-relevant scenario which is administered orally by a test proctor. Candidate's responses are recorded and evaluated by 3 assessors. The scenarios vary from critical incident, citizen complaint, personnel issues, employee counseling, disciplinary procedures, use of force, etc.

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

VENDOR & PROPOSAL AMOUNT:

VENDORS	AMOUNT
MIAMI DADE COLLEGE-SCHOOL OF JUSTICE	$8,100

FUND & ACCOUNT: The total expenditure shall be charged to the Police Contractual Services, account number 001-1910-521-3450, which has a balance of $102,006 before this request was made.

ATTACHMENTS:
Resolution
Miami Dade College Proposal
IOS Proposal
PSI Services Proposal

RESOLUTION NO.: _____

A Resolution authorizing the City Manager to expend an amount not to exceed $8,100 to Miami Dade College-School of Justice Assessment Center for the Sergeants promotional exam.

WHEREAS, the Police Department is in need of providing a Sergeants promotional test to conform to the current Collective Bargaining Agreement; and

WHEREAS, the Retirement of Sgt. Lisa King has left a promotional opportunity for officers who have three (3) years seniority within the Department at the time of the examination; and

WHEREAS, the City desires to provide a professional promotional examination and opportunity for advancement; and

WHEREAS, a request for quotes for professional promotional examinations for providing a promotional test for Sergeants revealed that Miami Dade College offered the test for $8,100; and

WHEREAS, the quote in the amount of $8,100 provided by Miami Dade College is for a written exam and badge exercise; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2: City Manager is authorized to negotiate and enter into an agreement with Miami Dade College- School of Justice for the Sergeants Exam administration. This expenditure will be charged to account # 001-1910-521-3450 Contractual Services.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2020.

ATTEST: APPROVED:

_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM	COMMISSION VOTE:
LANGUAGE, LEGALITY AND EXECUTION	Mayor Philips
THEREOF	Vice Mayor Welsh
	Commissioner Gil
_____	Commissioner Liebman
CITY ATTORNEY	Commissioner Harris

PROPOSAL

South Miami Police Department

Police Sergeant Promotional Process

October 7, 2020

Prepared By:
The Assessment Center
Miami Dade College – School of Justice
11380 NW 27th Avenue, Suite 8324
Miami, Florida 33167-3495
P: 305.237.8012
F: 305.237-1807
lguinov@mdc.edu

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October 7, 2020

South Miami Police Department
Chief Rene Landa
6130 Sunset Drive
South Miami, FL 33143

Miami Dade College's Assessment Center presents to the City of South Miami its proposal of our approach to partner with the Police Department for the upcoming promotional process involving the rank of Police Sergeant.

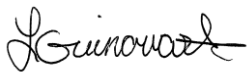
We present our methodology to demonstrate that we are fully prepared to meet and exceed all of the personnel selection objectives discussed during our meeting. Our methodology complies with testing guidelines and professional standards set forth by the *Uniform Guidelines on Employee Selection Procedures*, the *Principles for the Validation and Use of Personnel Selection* of the Society for Industrial and Organizational Psychology (SIOP), and the *Guidelines and Ethical Considerations for Assessment Center Operations*.

Our objective is to meet all of the Department's needs in conducting a fair and valid promotional process. Our services will include:

- Review of job analyses for the rank of Sergeant
- Review of bibliographies (reading lists) currently used as the basis of job knowledge tests and recommendations for revisions
- Conduct general orientation session for Sergeant candidates
- Development of written examination
- Administration of all exercises and tests developed
- Recruitment, screening, selection and training of assessors
- Oversight of the evaluation process
- Preparation and delivery of results
- Provision of performance feedback to candidates

Additionally, Miami Dade College will assist the Department in addressing any concerns, requests and questions regarding the entire promotional process. Thank you for your time and for the opportunity to provide this service to your Department. If you have any questions please do not hesitate to contact us at 305-237-8012, or via e-mail at LGUINOV@MDC.EDU.

Sincerely,



Lisa M. Guinovart, M.S.
Assessment Center Director

PART I – MIAMI DADE COLLEGE ASSESSMENT CENTER DESCRIPTION

BACKGROUND

The School of Justice Assessment Center (Assessment Center) has an unparalleled depth and breadth of experience in public safety assessment ranging from entry level to chief's level positions. The Assessment Center is fully prepared to meet or exceed all of the personnel selection objectives of the communities.

The Assessment Center was created in 1981 by Special Response Funds from the Law Enforcement Assistance Administration (LEAA) and for nearly 30 years, has provided comprehensive selection and promotional assessment services to a variety of public safety agencies nationwide. Backed by Miami Dade College, an education landmark in South Florida with a long and stable history, the Assessment Center shares in a long-standing tradition of excellence. We have assessed over 22,000 individuals for various positions in public safety and have earned a solid reputation of integrity among public safety agencies. Since 1985, the Assessment Center has assisted city and county managers in external recruitment for chiefs of police and other executive positions such as directors of corrections, finance, public works, and data systems.

The Assessment Center has the experience and resources to conduct job analyses, develop and implement job-relevant exercises, evaluate records, and analyze performance data for any public safety position. Testing programs are tailored to individual agencies' needs and range from content-valid written tests and assessment-based oral boards to full-scale, complex assessment centers that include telecommunications equipment and multimedia.

The Assessment Center serves as a model for the development of other assessment centers throughout the United States and internationally. Prompted by the Center's successful record of accomplishment, agencies including the Federal Bureau of Investigations (FBI) and the London Metropolitan Police have benchmarked with our programs to establish similar assessment programs. The Center has also collaborated with law enforcement departments to provide training programs for their personnel to serve as assessors in our record evaluation processes.

Maintaining a long standing working relationship with the law enforcement community, the Center has developed and implemented over 170 assessment programs nationwide, primarily in law enforcement testing. The Center has served over 25 agencies in the state of Florida, many on a continuing basis. All entry level and promotional assessments for the Miami-Dade Police Department have been conducted by the Assessment Center since 1983. The Center has also served agencies in the states of Virginia, South Carolina, North Carolina, Alabama, and Nebraska.

The Assessment Center is staffed by a director, two assessment analysts, five full-time and part-time administrative staff members and two contracted Psychologists. Our team of dedicated professionals, with

advanced degrees in the behavioral sciences and extensive experience in assessment, strive to develop customized solutions to meet your personnel selection and assessment needs.

COMPANY PROFILE

(1) Company Contact Information:

Miami Dade College, North Campus
School of Justice Assessment Center
11380 NW 27th Avenue, Room 8324
Miami, FL 33167
Phone: (305) 237-1476
Fax: (305) 237-1858

(2) Authorized Representative Name, Title, Address, and Phone Number:

Raimundo Socorro, Ph.D., School of Justice Director

Miami Dade College, North Campus
School of Justice
11380 NW 27th Avenue, Room #8310
Miami, FL 33167
Phone: (305) 237-1508

(3) History:

Miami Dade College was established in 1959. It is a multi-campus, four-year, state-supported college with eight campuses and numerous outreach centers. Miami Dade College is nationally recognized as one the largest and best colleges in the country. It is governed by a seven-member District Board of Trustees and a college president. The Miami Dade College School of Justice Assessment Center was established in 1981 with Special Response Funds from the Law Enforcement Assistance Administration to provide personnel selection services for public safety.

(4) Contract Team:

Lisa M. Guinovart, M.S. – Assessment Center Associate Director
Armando Falcon, Ph.D. - Assessment Analyst
Chantal Ramirez, M.S. – Assessment Analyst

(5) Accreditations:

Miami Dade College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools.

PART II – SCOPE OF SERVICES

The City of South Miami Police Department is seeking a qualified consultant to provide the following services in relation to promotional testing for the rank of Police Sergeant:

- Review of job analyses for the rank of Sergeant
- Review of bibliographies (reading lists) currently used as the basis of job knowledge tests and recommendations for revisions
- Conduct a general orientation session for Sergeant candidates
- Development of written examination
- Development of an assessment exercises (BADGE & Structural Interview)
- Administration of all exercises and tests developed
- Recruitment, screening, selection and training of assessors
- Oversight of the evaluation process
- Preparation and delivery of results
- Provision of performance feedback to candidates

SUBJECT MATTER EXPERT PANEL

The development of the assessment exercises will involve a content validity strategy and will comply with professional standards for personnel selection as well as the Department's applicable rules and regulations and collective bargaining agreements. The validation process will involve the use of subject matter experts (SMEs) from the South Miami Police Department. All SME panels described in this response will meet the following requirements:

- SME panel collectively represents the demographics of the employee population with respect to gender, age, race, years of experience, etc.
- SMEs must be experienced and active in the target position (e.g. SMEs should not be on probationary status or should not be temporarily assigned to the position). At least one year of job experience in the target rank is required to serve as a SME.
- SME panel collectively represents various functional areas and/or shifts of the target rank.
- SME panel must include approximately 10% to 20% supervisors of the target rank.

SECURITY PLAN

Test security is a fundamentally important consideration for all testing programs developed and administered by the Assessment Center. Security is of vital importance to the integrity of the overall system. The methodology used by the Assessment Center involves a promotional testing procedure that

minimizes the risk of test exposure. However, there remains an issue of test security. The Assessment Center has many safeguards in place to maintain the security of exercises, checklists, and related test materials.

Subject Matter Expert Security Subject Matter Expert (SME) panels are structured to use progressively higher levels of expert review. Job incumbents are used for initial development work (e.g. Job Analyses and Critical Incident Reports). Personnel at or above the respective rank are used for exercise refinement. All SME panel members are required to signify their consent to abide by all Assessment Center procedures by signing security/confidentiality agreements that detail security and confidentiality procedures. All SME panel meetings are conducted in restricted access environments. All SME notes are collected after each meeting. It is the position of the Assessment Center that agencies should communicate their firm commitment to protect and preserve the integrity of systems developed to facilitate the mobility of personnel up the ranks within their organization.

All agencies served by the Assessment Center are strongly encouraged to include in their standard operating policies and procedures a clearly articulated position outlining the obligation of their agency personnel to maintain the security and confidentiality of testing processes. These test security measures help ensure that all materials related to a specific assessment center are tightly controlled and accounted for at all times, and that SMEs clearly understand the criticality of keeping test materials confidential.

Physical Security During the development, administration, and feedback stages of an assessment center, all test exercises and related materials are secured by the Assessment Center in a restricted-access facility located in the School of Justice. This facility is located within an alarmed area of the School of Justice. Only Assessment Center staff members have access to this facility. During the evaluation stage of an assessment center, all test exercises and related materials are secured in a restricted-access facility located at the evaluation site. Assessment Center personnel supervise the transport of test exercises and related materials to and from test development and/or evaluation sites.

In addition, all of our test materials are duplicated in-house at the Miami Dade College North Campus Copy Center. During duplication, the Copy Center closes its doors to the entire campus to work exclusively on the Center's job requests. A Center staff member remains physically present at the Copy Center until the duplication is complete. The staff member then transports the documents back to the Center for storage in the vault until test administration.

Administration Security Assessment Center personnel supervise all Assessment Center activities. Candidates are not permitted to bring any notes, books, supplies, or communication devices to the testing site. All candidates are given a standard set of supplies for testing purposes. In order to minimize the exposure of test exercises, stringent measures are applied to the development of test administration schedules. All test components have a maximum exposure time of one day. Where necessary, candidates are sequestered to avoid the likelihood of information sharing that could compromise test security.

JOB ANALYSIS

The Assessment Center will review the current Police Sergeant job analyses to determine the comprehensive range of aptitudes, skills, abilities, and other traits required, in order to identify candidates best suited to perform successfully in the target positions.

WRITTEN EXAMINATION DEVELOPMENT

The Assessment Center will develop a 110-item multiple-choice written exam for the rank of Sergeant, using source materials selected by the South Miami Police Department. Each item will include an answer key and the appropriate source citation (including page number) for each test item. The written tests will be submitted for review by a SME panel. SMEs will be presented with written test items created by the Assessment Center for review and will decide collectively, under the guidance of a professional Assessment Center staff member, whether items should be included on the exams on the basis of clarity, relevance, and level of difficulty. Items approved by the SME panel will be included written aptitude tests. The written test will include a candidate test booklet and an annotated key.

CANDIDATE ORIENTATION SESSION

The Assessment Center will facilitate a candidate orientation session for the rank of Sergeant. Candidates will be provided with an overview of the testing process and with information regarding each exercise module and dates, times and locations for each component of the process. Additionally, candidates will receive an orientation/preparation guide with helpful hints. Candidates will also have the opportunity to ask questions at the end of the session. The Assessment Center will provide the venue, handouts and other necessary materials for the orientation.

WRITTEN EXAM ADMINISTRATION & EVALUATION

Before the test begins, candidates will be required to provide photo ID, sign in, and sign a copy of the test rules. The examination will be timed and once the allotted time frame expires, candidate answer sheets will be collected and sealed for scoring by the Assessment Center.

Item appeals will be handled in compliance with collective bargaining agreement requirements. Item appeals will be reviewed by a SME panel under the guidance of Assessment Center professional staff to evaluate the merits of the appeal and make decisions on whether the appeal should be upheld or denied. The Assessment Center will prepare written response to candidates regarding their appeals.

Additionally, the Assessment Center will conduct an item analysis to identify the existence of technically flawed items. Points will be awarded for items meeting pre-determined item analysis criteria for exclusion to all candidates unless otherwise requested by the Department.

Candidates will be notified regarding their written test scores prior to undergoing the assessment portion of the promotional process. There will be a cut-off score on the written examination as requested and

determined by the Department. Candidates are required to meet this cut-score score to proceed to the Assessment (BADGE) exercise of the promotional process.

The Assessment Center will provide the venue, proctors, and materials necessary for the written exam administration.

ASSESSMENT EXERCISE ADMINISTRATION

All assessment exercises will be administered individually and separately.

To avoid exposure of test materials or the development of multiple or alternate exercise versions, candidates may be held over for extended periods.

Prior to exercise administration, candidates will receive a Candidate Test Notification Letter which will include the report dates, times, and locations for each promotional process activity. On test administration days, candidates will be required to go through a sign-in process. As part of this process, candidates will be asked to provide photo identification and will be assigned a candidate number. Lastly, candidates will be required to sign a copy of the test rules and will receive a brief orientation. Candidates may be held over for extended periods before and after undergoing an exercise. The Assessment Center will provide the venue, all test materials and supplies, recording equipment and staff necessary for the administration of the assessment exercise.

ASSESSMENT EXERCISE EVALUATION

The panel of assessors evaluating the candidates shall be at the rank of Sergeant or above, from communities of comparable size and demographics to the South Miami Police Department.

Assessors will receive one full day of training by the Assessment Center on the specific portion of the assessment assigned to them. As part of the training, assessors will learn how to take behavioral observation notes and will learn how to use the rating tools and apply the scoring benchmarks. This will enable the trainer to gauge the level of proficiency of the assessors and address any areas needing improvement or clarification.

Assessors will work in teams to evaluate candidate records. Each assessor on the panel will first evaluate candidate performance independently. After all scoring is complete, assessors will discuss ratings to reach consensus. Once they have completed their ratings and consensus discussion, evaluation materials produced by the assessors will undergo a rigorous two-part review by the Assessment Center to ensure that the records were evaluated according to the guidelines discussed during training. Records not meeting standards are returned to the assessor team for review and correction. Once a record passes the review process satisfactorily, the record is stored. This process will continue until all records are evaluated and properly reviewed. The Assessment Center will provide materials supplies, media equipment staff, and external assessors.

RESULTS & TECHNICAL REPORTS

The Assessment Center will provide final candidate result packages to the South Miami Police Department. Packages will include, but are not limited to: Statistical summaries including raw scores, means, and standard deviations. The Assessment Center will provide the score report within thirty (30) calendar days after administering the last testing process. Candidates will be given an individualized feedback report including strengths and weaknesses as well as graphs illustrating their performance across exercises and in comparison to group average.

PART V– COST

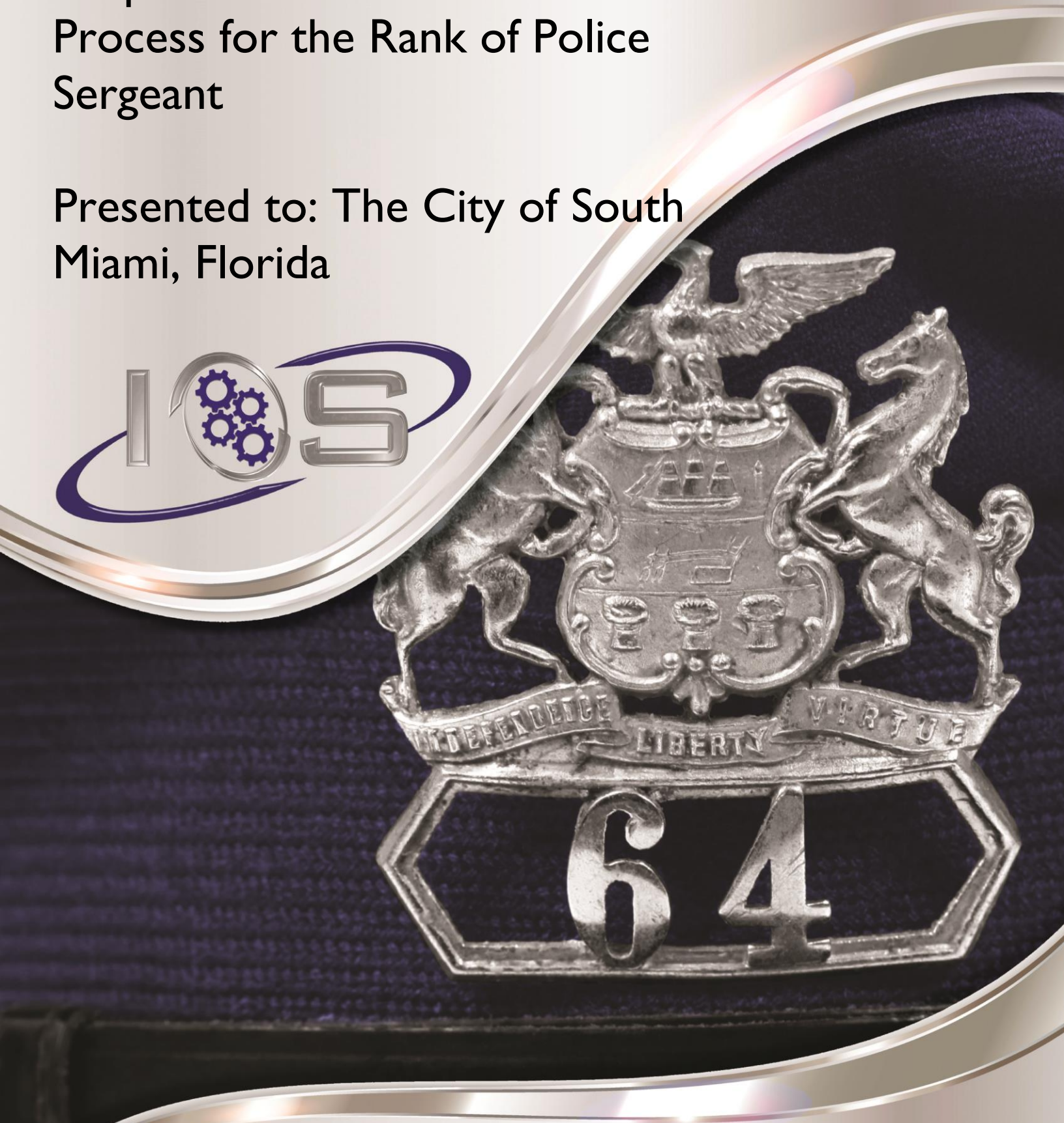
WRITTEN EXAMINATION

SERGEANT WRITTEN EXAMINATION DEVELOPMENT	
Job Analysis Review	No Charge
Development and preparation of Source Reading List including meetings with Subject Matter Experts (SME) and review of related written exam Source Materials.	No Charge
Development of Written Examination	$2,000.00
SUBTOTAL WRITTEN EXAMINATION DEVELOPMENT:	**$2,000.00**
SERGEANT WRITTEN EXAMINATION ADMINISTRATION	
Orientation:	
Preparation of Candidate Test Notification Letters & Candidate Orientation Guide	No Charge
Execution of 1 comprehensive candidate orientation (with orientation guidebooks)	$500.00
Written Exam:	
Administration Venue, Set Up, & Tear Down	No Charge
1 Director (1/2 day) & 1 Assessment Analyst (1 day)	$500.00
SUBTOTAL WRITTEN EXAMINATION ADMINISTRATION:	**$1,000.00**
SERGEANT WRITTEN EXAMINATION EVALUATION	
Written Exam Evaluation:	
Oversee Item Challenge /Appeals Process	$700.00
Conduct Statistical Item Analysis	$250.00
Preparation of Final Results & Technical Report	$500.00
SUBTOTAL WRITTEN EXAMINATION EVALUATION:	**$1,450.00**
TOTAL SERGEANT WRITTEN EXAMINATION	**$4,450.00**

SERGEANT ASSESSMENT EXERCISE DEVELOPMENT	
Subject Matter Experts (SMEs)	South Miami Police Department
Materials for SME Meetings	No Charge
Development of 3-Item BADGE Exercise, 3-Item Structured Interview & Scoring Criteria	No Charge
TOTAL BADGE EXERCISE DEVELOPMENT	No Charge
SERGEANT ASSESSMENT EXERCISE ADMINISTRATION & EVALUATION (UP TO 15 Candidates)	
Administration:	
Candidate Orientation & Test Notification	$150.00
Test Administration Venue, Audio Recording Devices, DVDs & Mini DVs	No Charge
Media Equipment Set Up, Operation, & Staffing	No Charge
Assessment Center Staff (1 Director, 2 Assessment Analysts (1 day))	$750.00
Evaluation:	
Recruitment & Selection of Assessors (3 Assessors)	No Charge
Preparation of Evaluation Materials Including Binding & Duplication of Assessor Training Materials	No Charge
Assessor Training	$300.00
Assessor Meals (Breakfast & Lunch)	$500.00
2 Assessment Analysts For Assessor Training and Evaluation	$700.00
Final Results:	
Preparation of Final Results & Technical Report Including Individual Candidate Reports	$750.00
TOTAL BADGE EXERCISE ADMINSITRATION & EVALUATION	**$3,150.00**
SERGEANT BADGE EXERCISE FEEDBACK	
Preparation of Feedback Materials Including Binding & duplication of Training Materials & Candidate Schedules & Notifications	No Charge
Professional Oversight of Feedback	$500.00
TOTAL FEEDBACK	**$500.00**
TOTAL SERGEANT ASSESSMENT CENTER EXERCISES	**$3,650.00**
TOTAL FOR SERGEANT PROMOTIONAL PROCESS	**$8,100.00**

Proposal to Provide a Promotional Process for the Rank of Police Sergeant

Presented to: The City of South Miami, Florida



INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
PUBLIC SAFETY SELECTION EXPERTS

INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
PUBLIC SAFETY SELECTION EXPERTS

RFP Title: Proposal to Provide a Promotional Process for the Rank of Police Sergeant

Date of Opening: October 8, 2020

Industrial/Organizational Solutions, Inc. (IOS) is pleased to have the opportunity to present this proposal to the City of South Miami, Florida. This proposal will describe IOS's plan to provide a Police Sergeant promotional process. We would welcome the opportunity to discuss our proposal with you or to clarify any points about which you may have questions.

This proposal contains confidential, proprietary information that IOS considers trade secret. We request that you contact IOS prior to disclosing or sharing the contents of this document with any party, pursuant to a Freedom of Information law request or otherwise. IOS has compiled this proposal independently and without collusion.

We truly look forward to the opportunity to serve your agency.

Chad C. Legel

Chad C. Legel, M.S., President & CEO

Proposal Contact:
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FEIN: 36-3783421

THIS PROPOSAL CONTAINS TRADE-SECRET INFORMATION:

The Freedom of Information Act, 5 U.S.C. 552, generally obligates government agencies to make certain records available to members of the public upon request. FOIA exempts from mandatory disclosure nine categories of information, including documents which contain "trade secrets and commercial or financial information obtained from a person and privileged or confidential." 5 U.S.C. 552(b)(4). The purpose of subdivision 552(b)(4) is twofold – to protect individuals who disclose information to the government from competitive disadvantage and to preserve the confidentiality of information provided by citizens to the government when the information is of a type that ordinarily would not be released to the public. Audio Technical Services, Ltd. v. United States Department of the Army, 487 F. Supp. 779, 781 (D.C., 1979); Burke Energy Corp. v. United States Department of Energy, 583 F. Supp 507, 510 (D.C. Kan., 1984).

In order to be exempt from mandatory disclosure pursuant to subdivision 552(b)(4), information must be (a) relevant to a commercial or financial matter, (b) obtained by the government from a party outside the government and (c) of a confidential or privileged character. National Parks and Conservation Association v. Morton, 498 F.2d 765, 766 (D.C., 1974).

IOS considers the section of this proposal title "Scope of Services" to be confidential and trade secret information and should not be disclosed to any external party.

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Executive Summary



This proposal will detail IOS's plan to provide a promotional process for the rank of Police Sergeant. Following is an overview of the project methodology that will be undertaken to complete this project.

- Kick-off Meeting
  - Meet with client to review methods, discuss expectations/goals, review project challenges/obstacles and establish mutually agreeable timeline.
- Job Analysis (may not be necessary if a current analysis exists)
  - Review existing job analytic information.
  - Interview and observe incumbents.
  - Develop and deploy a job analysis questionnaire.
  - Develop and deploy a linkage questionnaire.
  - Analyze job analysis outcomes and document findings.
- Written Job Knowledge Exam Design
  - Develop an examination plan/blueprint that identifies core knowledge areas and sources that will be used to assess knowledge areas.
  - Draft exam questions.
  - Review exam questions with subject matter experts.
  - Compile and print final exam.
  - Identify "minimally qualified" cut-off score.
  - Design candidate appeal/challenge process/procedure.
  - Score exams and produce rank-ordered results.
- Assessment Center Design
  - Develop an assessment plan based on discussions with subject matter experts that identifies exercise types and themes that are job-related and will allow for the assessment of the most essential job skills.
    - Structured oral interview will be included as one of the exercises.
  - Develop assessment exercises including candidate instructions, rating criteria, assessor/actor scripts, candidate orientation information, etc.
  - Review and revise exercise content and criteria with subject matter experts as necessary.
  - Finalize and print assessment materials.
- Candidate Orientation Presentation
  - Develop and deliver a candidate preparation presentation that informs candidates concerning the promotional assessment process, offer preparation insights and strategies and provides information about common mistakes and misconceptions regarding exams and assessments.
- Written Exam Administration
  - Provide test booklets, answer sheets and pencils.
  - Proctor and oversee the administration of the exam.

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    - Oversee the candidate appeal/challenge process and review and respond to appeals accordingly.
    - Score the exam and provide the agency with final results.
- Assessment Center Administration
    - Develop a candidate schedule to accommodate eligible candidates.
    - Recruit assessors and actors as necessary.
    - Oversee and manage the administration of the assessment center.
    - Score the assessment center and create individual candidate developmental feedback reports.
- Concluding Meeting
    - Meet with the agency's representatives following the project to critique the process and identify any areas for future improvement.

As we execute this project plan, there are a few key factors that guide us:

- Best Practices: We view it as our responsibility to inform you regarding the best or most appropriate means of accomplishing this project. We will review your current testing process and may make suggestions as to how it can be improved. Often, items like job analysis, cut-off scores, scoring systems, assessment reliability considerations, assessor panels, etc., can be reconsidered to improve a testing process. We will discuss these items with you in an effort to ensure that your process is highly defensible.
- Flexibility: While we care to inform you regarding how your process can be improved, we also realize that every department deals with practical constraints (e.g., union agreements, state laws, local ordinances, etc.) that may require a process to be carried out in a particular way. We are very flexible in identifying these needs and working within these constraints.
- Disparate Impact: We always attempt to design a selection process that mitigates disparity between protected classes to the greatest extent possible. There are numerous strategies that we can employ related to assessment composition, cut-off score, scoring systems, and other areas that can positively impact the diversity of the promotional list. We will discuss these options during the kick-off meeting to make sure that we chart a mutually desirable path.

Because of the complexity and high-stakes nature of this project, there are a number of details that must be finalized based on future discussion and specific information should IOS be awarded this project. The methodology we propose herein is intended as a road map and will be modified accordingly.

We look forward to the opportunity to work with you!

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Company Background



Industrial/Organizational Solutions, Inc. (IOS) was established in 1997 and is incorporated under the laws of the state of Illinois. We are headquartered in Oak Brook, IL (suburban Chicago) and are comprised of approximately 50 employees. IOS specializes in public safety entry-level and promotional selection and the majority of our employees are trained in personnel selection, psychometrics and legal issues associated with selection. Over 30 of our staff hold Masters or Ph.Ds. in Industrial/Organizational Psychology. We are the largest firm in the US dedicated exclusively to public safety personnel selection.

IOS's focus on public safety selection is very intentional. We believe that we provide a valuable and necessary service to public safety agencies. Our two highest goals are to 1) design selection systems that identify the most capable and talented individuals for positions and 2) design selection systems that result in outcomes that are racially and gender diverse by employing selection processes that minimize disparity and adverse impact. We also value the work that public safety agencies do and we are honored to work alongside these agencies.

IOS's expertise in the area of public safety selection has afforded us the opportunity to work with a number of agencies whose selection processes are overseen by a federal court or the US Department of Justice. During these projects, IOS generally works collaboratively with the local agency and the DOJ/court to institute a best practice solution in an environment that has historically dealt with disparate impact outcomes:

- Buffalo, NY – IOS worked with the city and federal court to design an entry-level police officer test. IOS also designed police and fire promotional testing process that were reviewed and accepted by the DOJ.
- Miami, FL – IOS was selected to design a police lieutenant assessment process and has working with the city and DOJ on multiple occasions to ensure a successful outcome.
- Pittsburgh, PA – IOS designed and validated a firefighter testing process that met the requirements of the DOJ and has been successfully deployed multiple times.

IOS works with agencies in almost every state in the United States, including 25 of the largest 50 cities by population. We also work with many large county and state law enforcement and fire service agencies. The following client list provides a representative sample of some of the largest agencies for which IOS have provided entry-level or promotional assessment services in the past two years. This list is not exhaustive, but is intended to demonstrate many of the larger agencies with whom we are currently under contract.

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ALABAMA
- Tuscaloosa FD (Promo)
- Tuscaloosa PD (Promo)

ARKANSAS
- Little Rock FD (Entry)

CALIFORNIA
- San Diego FD (Promo)
- San Diego PD (Promo)
- San Francisco FD (Promo)
- San Francisco PD (Promo)

COLORADO
- CO FF Consortium (Entry)
- CO State Patrol (Entry, Promo)

CONNECTICUT
- Bridgeport FD (Entry)
- Bridgeport PD (Entry, Promo)
- CT Fire Chiefs (Entry)
- Hartford PD (Entry)

DISTRICT OF COLUMBIA
- DC Fire Rescue (Entry)

FLORIDA
- FL Dept. of Law Enf. (Entry)
- Jacksonville Correction (Promo)
- Jacksonville PD (Promo)
- Miami PD (Promo)
- Miami Beach FD (Entry, Promo)
- Miami Beach PD (Entry, Promo)

GEORGIA
- Atlanta PD (Promo)
- Augusta FD (Promo)
- Cobb FD (Promo)
- Cobb SO (Promo)
- Columbus PD (Promo)
- Forsyth FD (Promo)
- Gwinnett CO (Promo)
- Gwinnett FD (Promo)
- Gwinnett PD (Promo)
- Gwinnett SO (Promo)

ILLINOIS
- Chicago FD (Entry, Promo)
- Chicago PD (Entry)
- Cook County (Entry, Promo)
- IL State Police (Entry, Promo)
- Moline PD (Promo)
- Naperville FD (Entry)
- Naperville PD (Entry)
- Rockford FD (Entry, Promo)
- Rockford PD (Promo)

INDIANA
- Indianapolis FD (Entry, Promo)
- Indianapolis PD (Entry, Promo)

IOWA
- Davenport FD (Promo)
- Davenport PD (Promo)

KANSAS
- Kansas City FD (Promo)
- Kansas City PD (Promo)

MAINE
- Portland PD (Entry PO)

MARYLAND
- Baltimore FD (Promo)
- Baltimore PD (Promo)
- Howard County PD (Entry)
- Montgomery County Corrections (Entry, Promo)
- Mont. Cty FD (Entry, Promo)
- Montgomery Cty PD (Promo)
- Montgomery Cty SO (Promo)

MASSACHUSETTS
- MA State Police (Promo)
- MA Trail Court (Entry, Promo)

MICHIGAN
- Ann Arbor PD (Promo)
- Detroit PD (Promo)
- Grand Rapids PD (Promo)

MINNESOTA
- Minneapolis PD (Promo)
- St. Paul PD (Promo)

MISSISSIPPI
- MS Highway Patrol (Promo)

MISSOURI
- Springfield FD (Entry, Promo)
- Springfield PD (Entry, Promo)

NEVADA
- Las Vegas FD (Promo)

NEW JERSEY
- NJ Dept. of Personnel (Entry)

NEW MEXICO
- Albuquerque FD (Promo)
- Albuquerque PD (Promo)
- Bernalillo FD (Promo)
- Bernalillo CO (Promo)
- Los Alamos FD (Entry, Promo)
- Los Alamos PD (Entry, Promo)

NEW YORK
- Buffalo FD (Promo)
- Buffalo PD (Entry, Promo)
- NY Metro Trans. Auth. (Entry)
- NY Dept. Civil Service (Entry)

NORTH CAROLINA
- Raleigh PD (Promo)

OHIO
- Cincinnati FD (Entry, Promo)
- Cincinnati PD (Entry, Promo)

OKLAHOMA
- Broken Arrow FD (Promo)
- Oklahoma City PD (Entry PAT)
- Tulsa FD (Promo)
- Tulsa PD (Promo)

OREGON
- Portland FD (Promo)
- Portland PD (Promo)

PENNSYLVANIA
- Pittsburgh FD (Entry)
- Pittsburgh PD (Promo)

SOUTH CAROLINA
- Columbia PD (Promo)

TENNESSEE
- Chattanooga FD (Promo)
- Chattanooga PD (Promo)
- Nashville PD (Promo)

TEXAS
- Arlington FD (Entry, Promo)
- Austin EMS (Promo)
- Austin PD (Promo)
- Dallas FD (Entry, Promo)
- Dallas PD (Promo)
- Fort Worth FD (Entry)
- Fort Worth PD (Entry)
- Harris County Sheriff (Promo)
- Houston PD (Promo)
- San Antonio FD (Entry, Promo)
- San Antonio PD (Entry, Promo)

VIRGINIA
- Chesapeake PD (Promo)
- Chesterfield County PD (Promo)
- Suffolk PD (Promo)
- Virginia Beach PD (Promo)

WISCONSIN
- Milwaukee FD (Entry, Promo)

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IOS has a reputation as the elite public safety selection consulting firm in the nation. In addition to working with many of the most prominent agencies in the nation, we also publish exams and assessment tools that are routinely considered to be the best in the national marketplace. In 2007, the City of Chicago contracted with an independent consulting firm to evaluate all firefighter exams that were commercially available in an effort to identify the best exam for the City. The available options were narrowed down and then technical documentation was scrutinized. Based on this review, the top three exams were chosen and a local criterion-related validation study was conducted. IOS's entry-level firefighter exam was then selected as the best option based on validity evidence and its ability to mitigate disparate impact outcomes. The exam was administered to over 20,000 candidates. In 2010, the City of Virginia Beach contracted with another independent consulting firm to conduct a similar review of exams. Again, IOS's firefighter examination was selected. More recently, in 2013, the City of Chicago engaged in a similar process to identify a police officer exam. IOS's entry-level law enforcement exam was selected and administered to approximately 16,000 candidates. We are proud of the fact that our products, when independently scrutinized and evaluated by objective, trained experts, are consistently recognized as top notch.

IOS's consultants have experience designing and defending selection processes. In addition to working with the DOJ and the federal courts to design appropriate testing processes, our consultants have also served as expert witnesses and fact witnesses in litigation proceedings. Most notably, IOS developed a testing process for the New Haven, CT Fire Department that was considered in the Supreme Court of the United States in ***Ricci v. DeStefano***. The Court concluded that the testing process was fair and valid and it required that New Haven implement the results of the testing process. IOS's consultant, Chad Legel, was instrumental in providing evidence/deposition to defend the validity and fairness of the testing process.

IOS was founded on the premise that public safety selection processes can be improved. Our experience has taught us that many consulting firms providing public safety testing services do not apply the rigor and expertise needed to properly validate selection tools and ensure their success. IOS is committed to improving the state of public safety selection through a commitment to the science of selection and through education.

IOS is a value-driven organization. We are guided by four core values: a commitment to ensuring that our exams and assessments reflect best-practices in the science of selection, a commitment to providing our clients with successful testing solutions and a remarkable consultant-client experience, a commitment to educating our clients as to what we are doing and why and a commitment to putting the nation's best consulting team at your disposal. These values will be evident to you every step of the way.

Commitment to the Science of Selection

The development, validation and use of exams and assessments are based on the science of personnel selection and psychometric theory. The science of exam design and validation ensures that the exam can identify qualified candidates and can withstand the rigors of legal scrutiny should the use of the exam ever be challenged. Individuals that develop and implement exams and assessments need to be thoroughly trained in Personnel Selection and Psychometric Theory and have a firm grasp of the field of Industrial Psychology. Too often, testing tools are

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not constructed in a manner that ensures their validity or defensibility. Not only is this risky, but it doesn't provide any assurance that the client is finding the most qualified individuals to hire and promote. In short, when you ignore the science of testing, you risk not identifying those individuals that are going to best contribute to the success of your organization. IOS offers a team of highly qualified and experienced Industrial Psychologists who specialize in designing, validating and implementing testing and assessment processes for public safety organizations.

Your agency can be confident in the soundness of our services because we adhere closely to professional guidelines that control the quality and precision of the tools we develop and employ. Our products and services adhere strictly to the following legal and professional guidelines:

- *Federal Uniform Guidelines on Employee Selection Procedures.*
- *Recent court cases affecting the interpretation of the Uniform guidelines.*
- *Principles for the Validation and Use of Personnel Selection Procedures (Principles), published by Division 14 of the American Psychological Association.*
- *Standards for Education and Psychological Testing published by the American Educational Research Association, and the National Council on Measurement in Education.*
- *Guidelines & Ethical Considerations for Assessment Center Operations published by the International Task Force on Assessment Center Guidelines.*
- *Civil Rights Acts of 1964 and 1991.*
- *The Americans with Disabilities Act.*
- *Standards published by CALEA (Commission on Accreditation for Law Enforcement Agencies).*
- *International Fire Service Training Association (IFSTA).*
- *State laws, local ordinances and contracts.*

Commitment to the Service of Selection

Exams and assessments provide a clear service – they help you make better decisions about who to hire and promote. Testing and assessment choices need to be made in the context of local conditions and values. Collective bargaining agreements, budgets, initiatives to diversify the workforce and other critical factors greatly affect which exams and assessments you select. We realize that in order to best serve our clients interests, we have to understand their condition and needs. We are committed to learning about our clients and working with them to design the most advantageous selection system. A necessary element of this principle is that we are flexible and responsive to our clients. Customer service is a common claim but it is rarely delivered to the proper degree. The principal members of IOS have been successful in the testing and assessment industry by putting our customers first. We deliver on our promises and we will work vigorously to ensure that our client's interests are well-served.

Commitment to Educating our Clients

The field of testing and assessment is complicated and constantly evolving. This reality, combined with the fact that many testing conventions do not align with best practice, requires that test users are properly educated about the value and capability of various testing methods and the relative validities and usefulness of these methods. We feel strongly that we must provide both state-of-the-art testing tools and education to our clients about how to best design and deploy their selection processes. We are committed to objectively and

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professionally working with test user's to educate them about the strengths and weaknesses of testing methods and to impart proper expectations about the value and utility of the tools from which they can choose. The principal members of IOS are responsible for establishing an annual meeting to train test users concerning best practices and routinely provide pro bono training seminars for organizations such as the International Personnel Management Association (IPMA), the Commission on the Accreditation of Law Enforcement Agencies (CALEA), the International Personnel Assessment Council (IPAC), the Illinois Public Employer Labor Relations Association (IPELRA), and numerous state police and fire chiefs associations.

Commitment to our Employees

In order to provide the best products and deliver the highest quality service, you have to employ the best people in your industry. Our employees are the brightest and most capable. You, the client, deserve to feel like you have the most dynamic people and sharpest minds working for you. This will be evident from the first time you meet them until the time they deliver the end product. We aim to foster a working environment that demands excellence, values personal development and rewards dedication and achievement. By doing this, we know that we will best serve our clients and ensure long and successful working relationships.

This proposal will detail our approach to managing your project. While we offer what we believe is the appropriate plan to accomplish your objective, we look forward to meeting with you and discussing the project in order to tailor our approach to best serve your interests.

We firmly believe that we are the best at what we do. We sincerely hope that you will contact our clients to learn more about us. We look forward to the opportunity to work with you!

INDUSTRIAL/ORGANIZATIONAL SOLUTIONS

EXPERTS IN THE SCIENCE OF PUBLIC SAFETY SELECTION

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Company Experience and Personnel

IOS's team consists of some of the most recognized and experienced leaders in the highly specialized and litigious field of public safety selection. Our consultants are all trained in Industrial/Organizational Psychology and specialize in employment testing and public safety human resources consulting. Our team is sufficiently deep to allow us to proficiently manage numerous projects simultaneously, while never compromising customer service or expertise. Our team is augmented by technical advisors in the areas of law enforcement, fire service and legal issues.

Our team is managed and overseen by Chad Legel, M.S. and Brian O'Sullivan, Ph.D. (ABD), who between them have over 35 years of experience in test development and validation. This management teams meets with consultants on a bi-weekly basis to review projects, discuss strategies and address project challenges. This approach ensures that all IOS projects are performed consistently and at the highest possible level.

IOS only has one main office from which it conducts all of its work out of. This location is in Oak Brook, IL, which is just outside of Chicago, IL.

The following table presents our project team.

Team Member	Qualifications	Project Role
Chad Legel, M.S. President and CEO	Industrial/Organizational Psychologist	Consultant/Project Director
Brian J. O'Sullivan, M.S. (ABD) Vice President, Consulting Services	Industrial/Organizational Psychologist	Consultant/Project Director
Mark Tawney, Ph.D. Vice President, Testing Services	Industrial/Organizational Psychologist	R&D Consultant and Psychometrician
Nahren Cama, Ph.D. Manager, Consulting Services	Industrial/Organizational Psychologist	Consultant
Brian Marentette, Ph.D. Manager, Consulting Services	Industrial/Organizational Psychologist	Consultant
Courtney Wierzbicki, Ph.D. Manager, Consulting Services	Industrial/Organizational Psychologist	Consultant
Amy Eitapence, M.A. Manager, Recruitment Services	Industrial/Organizational Psychologist	Consultant
Karen Steiger, M.A. Manager, Content Development	M.A. in English/Writing; 19 years' experience writing and editing public safety exams.	Senior Technical Writer

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Maxwell Porter, M.S. Manager, Testing Services	Industrial/Organizational Psychologist	Consultant
John Ford, Ph.D. Principal Consultant	Industrial/Organizational Psychologist	Consultant
Irfan Bhanji, M.A. Senior Assessment Consultant	Industrial/Organizational Psychologist	Consultant
Linda Reynaud, M.A. Senior Assessment Consultant	Industrial/Organizational Psychologist	Consultant
Drew Weedfall, Ph.D. Assessment Consultant	Industrial/Organizational Psychologist	Consultant
Christen Dovalina, M.S. Assessment Consultant	Industrial/Organizational Psychologist	Consultant
Samantha Gleaves, M.A. Assessment Consultant	Industrial/Organizational Psychologist	Consultant
Madison Sayler, M.A. Assessment Consultant	Industrial/Organizational Psychologist	Consultant
Veronica Janssen, M.A. Associate Consultant	Industrial/Organizational Psychologist	Consultant
Nick Jochim, M.A. Associate Consultant	Industrial/Organizational Psychologist	Consultant
Maureen Jones, M.A. Assessment Specialist	Personnel Selection Specialist	Consultant
Haley Kilbride, M.A. Assessment Specialist	Industrial/Organizational Psychologist	Consultant
Jacob Wolfarth, M.S. Assessment Specialist	Industrial/Organizational Psychologist	Consultant
Harry Vuong, M.A. Senior Consulting Coordinator	Personnel Selection Specialist	Consulting Coordinator
Allison Johnston, M.A. Consulting Coordinator	Personnel Selection Specialist	Consulting Coordinator
Jaclyn Delagrange Consulting Assistant	Personnel Selection Specialist	Consulting Assistant

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Alex House Consulting Assistant	Personnel Selection Specialist	Consulting Assistant
Bayla Waite Consulting Assistant	Personnel Selection Specialist	Consulting Assistant
Rob Szarek, M.A. Consultant/Sr. Researcher	Industrial/Organizational Psychologist	Consultant
Alexa Bolwin, M.A. Research Analyst	Industrial/Organizational Psychologist	Research Analyst
Taylor DeSantis, M.S. Research Analyst	Industrial/Organizational Psychologist	Research Analyst
Reya Green, M.S. Research Analyst	Personnel Selection Specialist	Research Analyst
Tami Hatzis Content Development Specialist	Personnel Selection Specialist	Content Specialist
Josh DuBois Content Development Assistant	Personnel Selection Specialist	Content Assistant

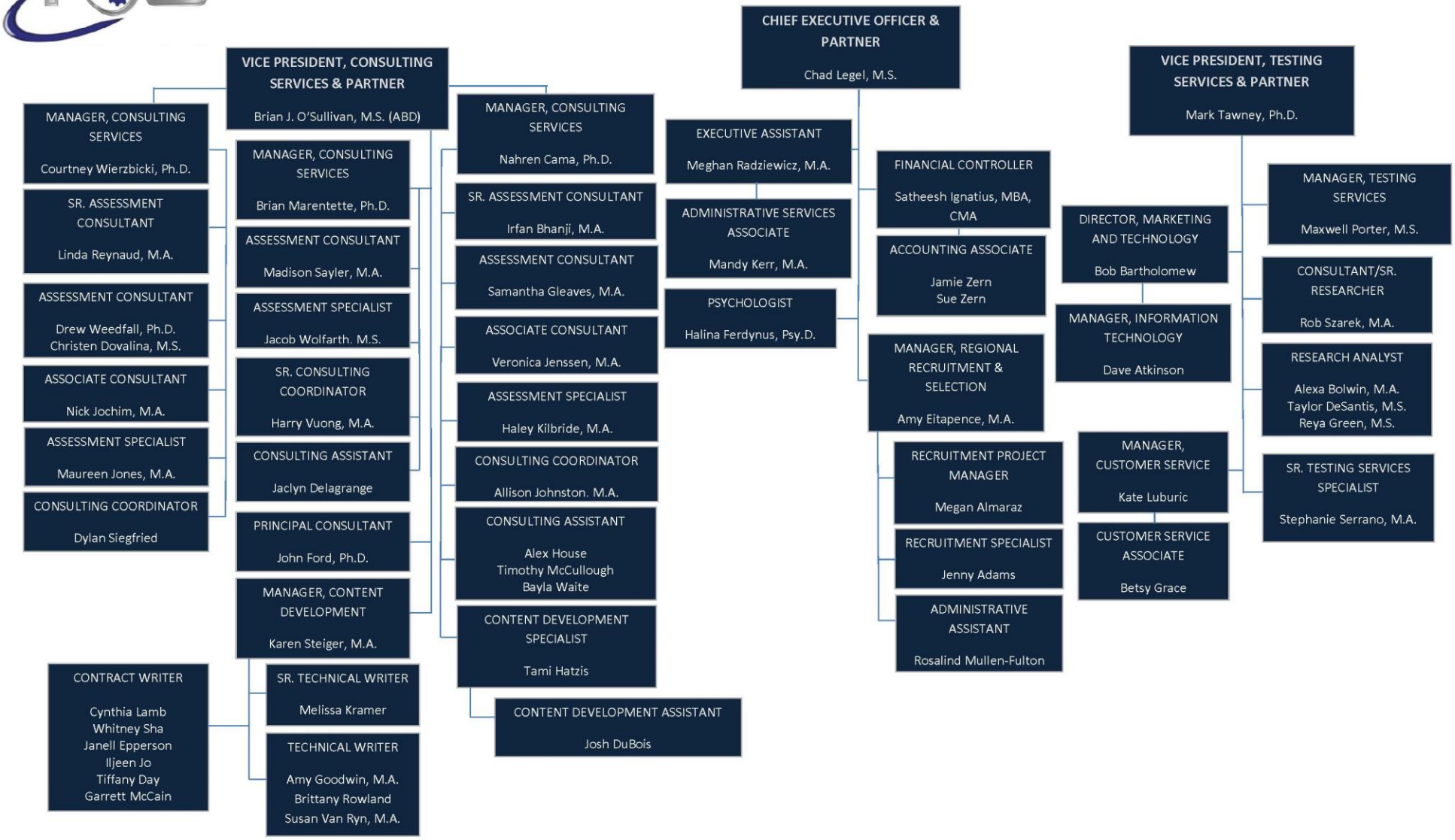
**We also have a large project support team that allows us to apply a great deal of additional resources to a project if need be. This team includes additional associate consultants, job analysts, technical writers, etc.

The following section presents our organizational chart followed by a professional biography for each of our key project team members.

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Industrial/Organizational Solutions

Experts in the science of public safety selection



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CHAD C. LEGEL, M.S.
President & Chief Executive Officer

Background Statement:
Mr. Legel is the President and a Principal Member of Industrial/Organizational Solutions, Inc., a personnel and human resources consulting firm that specializes in testing and assessment. Mr. Legel has 18 years of experience in the field of public safety testing and assessment. He specializes in developing, validating, deploying and defending public safety testing systems such as assessment centers, promotional job knowledge examinations, physical ability tests, entry-level examinations and oral interviews.

Education:

Illinois Institute of Technology, Chicago, Illinois
Master of Science: Industrial/Organizational Psychology (2000)
Coursework completed toward a Ph.D. in same field

Cornell College, Mt. Vernon, Iowa
Bachelor of Arts, Psychology (1998)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)
Chicago Industrial/Organizational/Psychology (CIOP)

Professional Experience:

2013 to Present — Industrial/Organizational Solutions, Inc.
President & Chief Executive Officer

- Manage the operations of one of the nation's leading public safety human resources consulting firms
- Consult with public safety agencies to develop, validate and defend entry-level and promotional testing/assessment systems
- Provided best-practice training to public safety agencies, human resources and civil service personnel

2011 to 2013 — Selection Works, LLC
President and CEO, Co-Founder

- Led recruitment, test publication and consulting divisions
- Consulted with police and fire agencies to design entry-level and promotional testing systems
- Developed state-of-the-art entry-level examinations for national distribution

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2006 to 2011 Industrial/Organizational Solutions, Inc.
President and Chief Operations Officer

- Managed the recruitment, test publication and consulting divisions of a multi-million dollar human resources consulting firm
- Provided training to human resources and civil service personnel nationwide
- Provided best-practice training to municipalities
- Managed the Fire and Police Testing Summit, a national training seminar

2003 to 2006 Industrial/Organizational Solutions, Inc.
Vice-President of Consulting

- Managed a public safety consulting team
- Validated exams and assessments
- Managed the deployment of large scale selection projects
- Designed Department of Transportation certification examinations
- Created training articles for national trade journals

1999 to 2003 Industrial/Organizational Solutions, LLC
Consultant

- Developed testing and assessment processes for public safety organizations
- Researched and developed standardized, off-the-shelf entry-level and promotional examinations for public safety agencies
- Designed sales talent selection tools for private industry

1999 United Airlines
Contractor – Flight Attendant Hiring

- Interviewed prospective flight attendants
- Analyzed employee survey data

Summary of Selection Projects:

Mr. Legel has a wealth of experience providing selection consulting services to a diverse listing of state, municipal and county public safety agencies. Following is a partial list of the jobs that Mr. Legel has personally managed in the past 19 years:

Client	Project Title	Timeframe
Colorado Highway Patrol	Major Assessment Center	2017
Hattiesburg, MS	Review and Redesign of Civil Service Rules; develop of police and fire promotional testing procedures	2017
Raleigh, NC	Police Detective, Sergeant and Captain promotional assessments	2017
San Antonio, TX	Police Captain Assessment	2017

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Oklahoma City, OK	Police Officer Physical Ability Test	2017
Dallas, TX	Fire Battalion Chief Assessment	2017
Plano, TX	Police Officer Physical Ability Test	2016
Colorado Highway Patrol	Patrol captain assessment center	2016
Rockford, IL	Recruited applicants, and developed and administered assessment center for the rank of Police Chief.	2016
Colorado Highway Patrol	Patrol sergeant assessment center.	2015
St. Paul, MN	Police Sergeant written exam and assessment center.	2015
Mesquite, TX	Development of entry-level firefighter physical ability test.	2015
San Antonio, TX	Development and administered a written exam and assessment center for the police lieutenant and police captain ranks.	2015
St. Paul, MN	Development and administered a written exam and assessment center for the police sergeant rank.	2014
San Antonio, TX	Development and administered a written exam and assessment center for the police captain rank.	2013
Cobb County, GA	Developed and administered written exams and assessment centers for the police sergeant and lieutenant ranks.	2013
Cobb County, GA	Developed and administered written exams and assessment centers for the sheriff sergeant and lieutenant ranks.	2013
Des Plaines, IL	Developed and administered a fire lieutenant written exam and assessment center.	2013
Augusta, GA	Developed and administered written examinations and assessment centers for the ranks of sergeant (engineer), lieutenant, captain and battalion chief.	2012
Davenport, IA	Developed assessment centers for the police sergeant and lieutenant ranks.	2012
Lincolnshire, IL	Developed and administered a police sergeant assessment center.	2012
Illinois State Police	Developed and administered a written examination and assessment center for the ranks of master sergeant and sergeant.	2012
Plano, TX	Developed an entry-level firefighter oral interview process.	2012
Des Plaines, IL	Developed and administered a police sergeant written exam and assessment center.	2012
Austin, TX	Validation of an entry-level firefighter examination process	2011
Baltimore, MD	Development of a promotional examination and assessment for police lieutenant	2011
Bridgeport, CT	Validation of a selection process for firefighter	2011
Cook County, IL	Validation of entry-level corrections officer examination	2011
CSX Transportation	Consultation regarding the design of a police officer recruitment and selection process	2011
Omaha, NE	Job analysis for police and fire ranks and development of a police lieutenant assessment process	2011

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Pittsburgh, PA	Validation of a written examination for firefighter	2011
Tulsa, OK	Development and administration of police department promotional exams and assessment centers	2011
Austin, TX	Development and administration of a written examination and assessment center for fire battalion chief	2010
Baltimore, MD	Development of a promotional examination and assessment for police sergeant	2010
Bridgeport, CT	Validation of a selection process for police officer	2010
Dell, Inc.	Translation and validation of a global sales force assessment	2010
Sidney, OH	Development of a selection process for the fire chief position	2010
Baltimore, MD	Development of a promotional examination and assessment for police lieutenant	2009
Chicago, IL	Validation of a dispatcher examination and development of a test of verbal fluency	2009
Joplin, MO	Development of a firefighter physical ability test	2009
Lincoln, NE	Development of a firefighter physical ability test	2009
Minneapolis, MN	Development of an assessment center process for Deputy Chief	2009
San Antonio, TX	Review of firefighter hiring process for compliance with professional and legal requirements and best practices	2009
Sidney, OH	Development of a selection process for the police chief position	2009
Woodridge, IL	Development of a police officer interview process	2009
Augusta, GA	Development of exams and assessment centers for the engineer, lieutenant, captain and battalion chief ranks	2008
Baltimore, MD	Development of a promotional testing process for police sergeant	2008
Cobb County, GA	Development of exams and assessment centers for the sergeant and lieutenant ranks in the Sheriff's Department	2008
Gwinnett County, GA	Development of a fire engineer exam and pumping assessment	2008
Wisconsin Department of Health, EMS Board	Development of an Intermediate EMT recertification examination	2008
Woodridge, IL	Development of a police sergeant interview process	2008
Austin, TX	Development and administration of a police chief assessment process	2007
Cook County, IL	Development of police, corrections and court services promotional examinations	2007
Dallas, TX	Oversight and consultation related to fire promotional testing	2007
Jacksonville, FL	Development of promotional testing processes for police sergeant and lieutenant	2007
Virginia Department of Motor Vehicles	Review, analysis and update of motor vehicle and motorcycle certification examinations	2007
Waukesha County, WI	Development of a sheriff deputy physical ability test	2007
Arlington Heights, IL	Development of a police sergeant interview process	2006

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Chicago, IL	Validation of a firefighter examination	2006
Cobb County, GA	Development and administration of police sergeant and lieutenant promotional testing processes	2006
Dallas, TX	Oversight and consultation related to fire promotional testing	2006
Hartford, WI	Development and administration of a police chief assessment process	2006
Kansas Board of Emergency Medical Services	Development of first responder, basic EMT and intermediate EMT certification examinations	2006
Crystal Lake, IL	Development of a firefighter physical ability test	2005
Denver, CO	Development of a police captain assessment center	2005
Massachusetts Port Authority	Development of promotional testing processes for fire lieutenant, captain and assistant chief	2005
Reading, MA	Development of a police chief assessment process	2005
Arlington Heights, IL	Development of a police officer interview process	2004
Florida Department of Law Enforcement	Development of a basic abilities test for academy entrance	2003
Naperville, IL	Development of a police officer physical ability test	2003
New Haven, CT	Development of promotional testing processes for fire lieutenant and captain	2003
Richton Park, IL	Development of a police sergeant interview process	2003
Tulsa, OK	Development of entry-level examinations and physical ability tests for police officer and firefighter	2003
Westmont, IL	Development of a police officer physical ability test	2003
Arlington Heights, IL	Development of a firefighter physical ability test	2002
Arlington Heights, IL	Development of a firefighter interview process	2002
Frankfort, KY	Development of fire department promotional assessments	2002
Gwinnett, GA	Development of an engineer pumping practice assessment	2002
Gwinnett, GA	Development of a fire captain assessment process	2002
Massachusetts State Police	Development of a video-based situational judgment test for state troopers	2002
Revenue Storm, Inc.	Development of a sales person skill and personality assessment tool	2002
METRA Police Department	Development of promotional processes for police sergeant and lieutenant	2001
Minneapolis, MN	Development of a police sergeant assessment process	2001
Naperville, IL	Development of a police officer interview process	2001
Norridge, IL	Police staffing and organizational structure study	2001
Orange County, FL	Development of a firefighter physical ability test	2001
Warwick, RI	Delivery of a candidate examination preparation and training session	2001

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Gwinnett County, GA	Development of a police corporal promotional assessment process	2000
Gwinnett County, GA	Development of a sheriff sergeant promotional assessment process	2000
Little Rock, AR	Development of a firefighter interview process	2000
Naperville, IL	Development of a firefighter physical ability test	2000
Naperville, IL	Development of a firefighter interview process	2000
Savannah, GA	Transportability of the CPAT	2000
Upper Arlington, IL	Development of an entry-level firefighter examination	2000
Upper Arlington, OH	Development of an entry-level police officer examination	2000

In addition to these numerous projects, Mr. Legel has accomplished the following:

- Led the development of emergency medical technician certification examination processes for the states of Kansas, Wisconsin, Oregon and Illinois
- Provided testing/assessment best practices training to the City of Austin TX and the Austin Firefighters Association during collective bargaining negotiations
- Evaluated firefighter testing practices for the City of San Antonio
- Evaluated and monitored the police and fire promotional testing practices for the City of Dallas, TX
- Founded The Police and Fire Testing Summit, an annual meeting, currently in its sixth year, of police and fire executives and human resources directors to provide training on personnel selection topics.
- Redesigned the State of Virginia motor vehicle written certification examination process to improve test validity and reliability

Training Presentations:

- "Intersecting I-O Psychology and Law Enforcement," panel discussion at the Society for Industrial Organizational Psychology Annual Conference, Orlando FL, April 2017.
- "Trends in Public Safety Recruitment," Illinois City Managers Association Spring Conference, Lombard IL, March 2017
- "An Alternative to High-Volume Oral Interviews," National Public Employer's Labor Relations Association Annual Training Conference, Savannah, GA, March 2015
- "Improving the Conventional Oral Interview," Public Safety Assessment Forum, College of DuPage, Glen Ellyn IL, July 2012
- "The Illinois POWER Test: Considering its Use as a Screening Tool," Public Safety Assessment Forum, College of DuPage, Glen Ellyn IL, July 2012
- "The Firefighter Hiring Act," Illinois Public Employer's Labor Relations Association Training Meeting, Arlington Heights, IL, June 2012
- "Achieving Racial Diversity in Public Safety Testing," Washington State Civil Service Meeting, Ellensburg, WA, September 2011

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- "Best Practices and Considerations in Response to the Illinois Firefighter Hiring Act (Public Act 97-0251)," Illinois Public Employer Labor Relations Association (IPELRA), Hoffman Estates, IL, September 2011
- "Improving Firefighter Selection Practices: Diversity, Recruiting, Oral Interviews and Assessment Centers," Wisconsin Fire Chiefs Education Association Annual Meeting, Green Bay, WI, September 2011
- "Understanding Metrics of Fairness: Adverse Impact, Standardized Mean Differences, and Significance Testing," International Personnel Assessment Council (IPAC), Washington DC, July 2011
- "Testing and Assessment Concepts and Best Practices," Connecticut Consortium of Municipalities, Wallingford, CT, June 2011
- "Using Integrity Tests to Improve Efficiency and Mitigate Disparate Impact", Ohio Association of Chiefs of Police Annual Training Conference, Newark OH, April 2011
- "Considering Disparate Impact Beyond Impact Ratios," Presented at the 2011 International Personnel Assessment Council Conference, Washington D.C., Legel, C. C., O'Sullivan, B. J. & Tawney, M. W. (2011).
- "Test Developer's Perspective on *Ricci v. DeStefano*", International Personnel Management Association, Human Resources Central Region Conference, June 2010
- "The *Ricci* Decision and Its Impact on Hiring and Promotions", Connecticut Conference of Municipalities Annual Conference, Hartford CT, October 2009
- "Firefighter Entry-level and Promotional Testing Best Practices," Austin Labor Relationship and Collective Bargaining Negotiation Session, Austin, TX, September 2009
- "Test Validity", Littler Mendelson P.C. Class Action Strategy Conference, Phoenix AZ, April 2009
- "Selecting and Retaining Generation Y Candidates for Public Safety Agencies," Police and Fire Testing Summit, Oak Brook IL, January 2006
- "Development of Reliable Structured Oral Interviews", CALEA, Burlington VT, November 2000

Publications:

- Upgrading Your Police Officer Oral Interviews, Law and Order Magazine, Hendon Publishing, December 2012.
- Evaluating an Entry-Level Examination, Law and Order Magazine, Hendon Publishing, December 2005.

Litigation:

- City of Clarksville Police Department - Promotional process challenge – 2002
  - Provided deposition testimony
- City of New Haven Fire Department - Promotional process challenge – 2004 – 2009, (*Ricci v. DeStefano,* 129 S. Ct. 2658, 2671, 174 L. Ed. 2d 490 (2009))
  - Provided deposition testimony
- City of Austin Fire Department - Entry-level firefighter selection arbitration – 2011
  - Testified on behalf of the City of Austin as the test developer/expert

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BRIAN J. O'SULLIVAN, Ph.D. (ABD)
Vice President of Consulting

Background Statement:

Mr. O'Sullivan worked as a project manager and consultant for a large public safety testing firm that deals with law enforcement and fire service agencies prior to joining IOS, Inc. Mr. O'Sullivan has successfully led our consulting team as the Director of Consulting at IOS since 2001. He was promoted to his present role as Vice President in 2011. In his ten years with our firm, Brian has managed over 100 projects involving police and fire department assessment centers, promotional test development, structured oral interviews, entry-level exam development, physical-ability test development and performance-evaluation-process development and he personally handles many of our most notable projects. A partial list of Mr. O'Sullivan's project work follows below:

- San Diego, CA Police Department
- Atlanta Police Department
- Buffalo, NY Police Department
- New York City Police Department
- Washington, D.C. Metropolitan Police Dept.
- Chicago Fire Department
- Massachusetts State Police Department
- New Jersey State Police Department
- Austin, TX Police and Fire Departments
- Houston Police Department
- Minneapolis Police Department
- Forsyth County, GA Sheriff's Office
- Orange County, FL Fire Rescue
- North Miami Police Department
- Savannah, GA Police Department
- Gwinnett County Police Dept.
- Gwinnett County Sheriff's Dept.
- Gwinnett County Corrections Department
- Huntsville, AL Police Department
- Fort Wayne, IN Police Department
- Newport News, VA Police Department
- Joliet, IL Police Department
- Cook County, IL Sheriff's Department
- Jefferson County, KY Sheriff's Office
- Iowa Sheriff's Association
- Denver, CO Fire Department
- Racine, WS Fire Department
- New Haven, CT Fire Department

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Education:

Illinois Institute of Technology, Chicago, Illinois
Ph.D. (ABD): Industrial/Organizational Psychology (1999-2009)
Master of Science: Industrial/Organizational Psychology (1998)

Illinois State University, Normal, Illinois
Bachelor of Science, Psychology and Communications (1995)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)
Chicago Industrial/Organizational/Psychology (CIOP)

Professional Experience:

2011 to Present — Industrial/Organizational Solutions, Inc.
Vice President of Consulting

2005 to 2011 — Industrial/Organizational Solutions, Inc.
Director of Consulting

- Responsible for hiring, training and mentoring team of I/O Psychologists in test development/assessment projects.
- Manages consulting team to ensure soundness of methodology, quality of products and services.
- Manages and serves as the primary technical lead, consultant and day-to-day project manager/client liaison on the firm's largest consulting initiatives.
- Manages all aspects of consulting projects, including work plans, project deliverables, scheduling, communications and client relations.
- Consults with agencies, associations, civil service commissions, state peace officer standards and training bodies, union representatives, and other parties regarding all aspects of public safety human resources.
- Conducts and reports job analysis, which includes the following tasks: conducting job observations; developing, administering and analyzing job-analysis questionnaires; reporting job-analysis findings; developing and facilitating task/skill-linkage workshops; analyzing linkage data; developing examination plans.
- Conducts and reports criterion-related and content-validation studies. Analyzes data from these studies. Also develops technical reports, incorporating job-analysis, criterion-related and content-validation results.
- Develops, validates and implements the following: cognitive, personality and situational-judgment tests for entry-level and

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promotional positions; structured behavior-based interviews; written and role-play assessment exercises; physical-ability tests.
- Acts as an assessor in assessment centers, structured interviews and other assessment components. Assesses candidates on critical competency areas.

2002 to 2005 Industrial/Organizational Solutions, Inc.

Project Manager

- Responsible for hiring, training and mentoring team of I/O Psychologists in test development/assessment projects.
- Manages and serves as the primary technical lead, consultant and day-to-day project manager/client liaison on the firm's largest consulting initiatives.
- Managed consulting team to ensure soundness of methodology, quality of products and services.
- Managed all aspects of consulting projects, including contracting, determination of project deliverables, scheduling, communications, client relations, billing and ensuring the technical quality of all work to be completed.
- Developed, validated, and implemented the following: cognitive, personality and situational-judgment tests for entry-level and promotional positions; structured behavior-based interviews; written and role-play assessment exercises.
- Responsible for all phases of research and test development, including experimental design, data collection and analysis, item-writing and analysis, report-writing, and final presentation.
- Conducted job analysis, which included the following tasks: job observations; developed, administered, and analyzed job-analysis questionnaires; reported job analysis findings; developed and facilitated task/skill-linkage workshops; analyzed linkage data; developed examination plans.
- Conducted and reported criterion-related and content validation studies. Analyzed data from these studies. Developed technical reports, incorporating job analysis, criterion-related and content-validation results.

1997 to 2001 Stanard and Associates, Inc.

Senior Human Resources Consultant

- Served as primary project manager and consultant (reporting directly to the vice president) on projects involving entry-level selection and promotional assessment, performance management, employee-attitude survey development, and organizational analysis and development.

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- Managed all aspects of consulting projects, including contracting, determination of project deliverables, scheduling, communications, client relations, billing and ensuring the technical quality of all work to be completed.
- Developed and implemented performance-management processes and 360-degree feedback instruments.
- Developed entry-level selection processes and promotional processes in accordance with all local, state and federal guidelines.
- Developed employee-attitude and retention surveys, analyzed data and prepared reports for clients.
- Developed entry-level tests, promotional examinations and assessments, structured oral assessments/interviews, assessment centers and physical-ability assessments.
- Conducted all technical aspects of consulting projects, including all phases of job analysis, product development, test administration, product training, data analysis, scoring, validation and project documentation/technical-report writing.
- Advised clients on legal issues related to selection, promotion, evaluation of employee performance and other related human resources matters.
- Conducted research on current products, including validation studies, statistical analyses and normative studies. Provided technical support for off-the-shelf products.
- Responsible for new product development, including the development and validation of a nationwide correctional officer examination expected to increase company sales revenue by approximately 10-15 percent.
- Supervised full-time consultant and was responsible for hiring, training and supervising all interns.
- Wrote proposals and presented services to clients.

1999 NCS/Pearson
Research Associate

- Maintained and revised SRA employment tests, norms and administration manuals. Developed and programmed computerized versions of tests and provided technical support.

1997 The Ball Foundation
Test and Selection Specialist

- Provided entry-level testing services to local area apprenticeship programs and aided office manager with general human resources functions.
- Developed an internal employee handbook.

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- Conducted job analyses, constructed test batteries, administered examinations, and conducted scoring and reporting activities.
- Developed a product catalog and coordinated nationwide distribution.
- Conducted marketing and sales activities, including developing marketing pieces and attending relevant trade shows (SHRM, ASTD and APA).
- Conducted preliminary research activities for test development.

Summary of Selection Projects:

Mr. O'Sullivan has a wealth of experience providing selection consulting services to a diverse listing of state, municipal and county public safety agencies. Following is a partial list of the jobs that Mr. O'Sullivan has personally managed in the past 16 years:

Contract Title	Project Description	Timeframe
Atlanta Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant.	2020
Atlanta Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2020
San Diego Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Police Officer III.	2020
San Diego Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Detective.	2020
San Diego Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant.	2020
San Diego Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2020
Buffalo, NY Police Department	Development and administration of written examinations and assessment centers for the rank of Detective.	2019
Buffalo, NY Police Department	Development and administration of written examinations and assessment centers for the ranks of Detective Sergeant.	2019
Buffalo, NY Police Department	Development and administration of written examinations and assessment centers for the ranks of Lieutenant.	2019
Buffalo, NY Police Department	Development and administration of written examinations and assessment centers for the rank of Captain.	2019
Chicago Fire Department	Job analysis and development of written examination and assessment center for the rank of Battalion Chief.	2019
Milwaukee Fire Department	Development and administration of written examinations and assessment centers for the rank of Lieutenant.	2019
Milwaukee Fire Department	Development and administration of written examinations and assessment centers for the rank of Captain.	2019
Minneapolis Police Department	Development of assessment center for the rank of Lieutenant.	2019
Austin Police Department	Development and administration of assessment centers for the rank of Sergeant.	2019
Austin Police Department	Development and administration of assessment centers for the rank of Lieutenant.	2019
Austin Police Department	Development and administration of assessment centers for the rank of Commander.	2019
Houston Police Department	Job analysis, written examination, and assessment center	2018

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	development, validation, administration, and scoring for the rank of Sergeant.	
Houston Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2018
Houston Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Captain.	2018
Pittsburgh, PA Bureau of Police	Written examination, and assessment center development, validation, administration, and scoring for the rank of Sergeant.	2018
Minneapolis, MN Police Department	Written examination and assessment center development, validation, and administration for the rank of Sergeant.	2018
Indianapolis Metropolitan Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Sergeant.	2018
Indianapolis Metropolitan Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2018
Indianapolis Metropolitan Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Captain.	2018
Atlanta Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant.	2018
Atlanta Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2018
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration and scoring for the rank of Police Officer III.	2018
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration and scoring for the rank of Detective.	2018
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration and scoring for the rank of Sergeant.	2018
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2018
New York Civil Service, State Wide Entry Level Test	Job analysis, validations, and development of written examination to be used as a state tool.	2015-2018
Pittsburgh, PA Bureau of Police	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Sergeant.	2017
Pittsburgh, PA Bureau of Police	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2017
Minneapolis, MN Police Department	Written examination and assessment center development, validation, and administration for the rank of Lieutenant.	2017
Miami, FL Police Department	Job analysis and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2017
Buffalo, NY Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Detective.	2017
Buffalo, NY Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank	2017

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	of Detective Sergeant.	
Buffalo, NY Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2017
Buffalo, NY Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Captain.	2017
Buffalo, NY Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Inspector.	2017
San Francisco, CA Police Department	Job analysis and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2016-2017
Chicago, IL Fire Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Paramedic Field Chief.	2016-2017
Chicago, IL Fire Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Ambulance Commander.	2016-2017
Cincinnati, OH Police Department	Assessment center development, validation, administration, and scoring for the rank of Captain.	2016-2017
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Police Officer III.	2016
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Detective.	2016
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Sergeant.	2016
San Diego Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2016
Ann Arbor, MI Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant.	2016
Ann Arbor, MI Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2016
Houston Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant.	2016
Houston Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2016
Houston Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Captain.	2016
Minneapolis, MN Police Department	Written examination and assessment center development, validation, and administration for the rank of Sergeant.	2016
Atlanta Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant.	2016
Atlanta Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2016
Baltimore City, MD Police Department	Job analysis update, written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2015-2016
Baltimore City, MD Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of EMS Battalion Chief.	2015

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Baltimore City, MD Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of EMS Captain.	2015
Baltimore City, MD Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of EMS Lieutenant.	2015
Baltimore City, MD Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Suppression Lieutenant.	2015
Baltimore City, MD Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Suppression Captain.	2015
Baltimore City, MD Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Suppression Lieutenant.	2015
Cook County Sheriff's Office Department of Corrections	Written examination, validation, and scoring for the ranks of Sergeant and Lieutenant.	2015
Cook County Sheriff's Office Department of Court Services	Written examination, validation, and scoring for the ranks of Sergeant and Lieutenant.	2015
Cook County Sheriff's Office	Written examination, validation, and scoring for the ranks of Police Officer, Sergeant and Lieutenant.	2015
Ann Arbor, MI Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant.	2015
Ann Arbor, MI Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2015
Minneapolis, MN Police Department	Written examinations and assessment center development, validations, and administration for the ranks of Lieutenant.	2015
Milwaukee, WI Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Lieutenant.	2015
Milwaukee, WI Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Captain.	2015
Minneapolis, MN Police Department	Written examinations and assessment center development, validation, and administration for the rank of Sergeant.	2014
Arlington, TX Fire Department	Job analysis review/update, written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2014
Arlington, TX Fire Department	Job analysis review/update, written examination and assessment center development, validation, administration and scoring for the rank of Captain.	2014
St. Louis, MO Police Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Lieutenant.	2013-2014
St. Louis, MO Police Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Captain.	2013-2014
Miami, FL Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2013-2014
Atlanta, GA Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Sergeant.	2013-2014

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Atlanta, GA Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Lieutenant.	2013-2014
San Diego, CA Police Department	Job analysis written examination and structured oral assessment development, validation, administration and scoring for the rank of Police Officer III.	2013-2014
San Diego, CA Police Department	Job analysis written examination and structured oral assessment development, validation, administration and scoring for the rank of Detective.	2013-2014
San Diego, CA Police Department	Job analysis written examination and structured oral assessment development, validation, administration and scoring for the rank of Sergeant.	2013-2014
San Diego, CA Police Department	Job analysis written examination and structured oral assessment development, validation, administration and scoring for the rank of Lieutenant.	2013-2014
Chicago, IL Police Department	Job analysis, written examination, and assessment center development, validation, administration, and scoring for the rank of Sergeant.	2013-2014
Milwaukee, WI Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Captain.	2013
Milwaukee, WI Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of Lieutenant.	2013
Milwaukee, WI Fire Department	Job analysis, written examination, and assessment center development, validation, and administration for the rank of HMO.	2013
San Jose, CA Fire Department	Written examination and assessment center development, validation, and administration for the rank of Fire Engineer.	2013
San Jose, CA Fire Department	Written examination and assessment center development, validation, and administration for the rank of Prevention Inspector.	2013
San Jose, CA Fire Department	Written examination and assessment center development, validation, and administration for the rank of Arson Investigator.	2013
Springfield, IL Police and Fire Departments	Written Examinations and Oral Interview development and administration for police and fire.	2013
Minneapolis, MN Police Department	Job analysis review/update, written examination and assessment center development, validations, administration and scoring for the rank of Lieutenant.	2012-2013
Buffalo Police Department	Job analysis written examination and structured oral assessment/assessment center development, validations, administration and scoring for Detective, Detective-Sergeant, Lieutenant, Captain and Inspector.	2011-2012
San Diego, CA Police Department S	Job analysis written examination and structured oral assessment development, validations, administration and scoring for police officer III, Detective, Sergeant and Lieutenant.	2011-2012
Atlanta, GA Police Department Sergeant and Lieutenant Promotional Process	Job analysis update, written examination and structured oral assessment development, validations, administration and scoring for police Sergeant and Lieutenant.	2011-2012
Tulsa, OK Police Department	Job analysis and written examination and assessment center development, validation, administration and scoring for the ranks of Corporal, Sergeant, Captain, Major and Deputy Chief.	2011-2012
Ann Arbor, MI Police Department	Written examination and assessment center development, validation, administration and scoring for the ranks of Sergeant and Lieutenant.	2011-2012

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Chicago Fire Department, EMS	Job analysis and written examination and assessment center development, validation, administration and scoring for the rank of Ambulance Commander and Paramedic Field Chief	2011-2012
Omaha Police and Fire Department	Oversight on the development of written examinations and assessment centers, including development, validation, administration and scoring for the rank of Police Sergeant, Lieutenant and Captain and Fire Specialist, Lieutenant, Captain and Battalion Chief. Conduct job analysis for all protective services ranks. Assistance with the implementation of the city's entry-level fire fighter selection process.	2011-2012
Florida Department of Transportation, Motor Carrier Division	Written examination development, validation, administration and scoring for the rank of Sergeant.	2011
Cook County Sheriff's Office promotional process	Written examination development, validation, administration and scoring for the ranks of Corrections Sergeant and Lieutenant, Court Services Sergeant and Lieutenant and Sheriff's Police Officer (lateral), Sergeant and Lieutenant.	2011
Springfield, IL Police and Fire Departments	Test coordination, administration, scoring/banding, analysis and reporting for entry-level positions of police officer and firefighter.	2011
Minneapolis Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Sergeant	2011
Buffalo Police Department	Development and validation of a test battery for Police Officer in the BPD. Includes the development of a parallel cognitive examination, the transportability of an integrity inventory and an assessment of personality. Worked with city's legal council, the DOJ (and DOJ's testing expert) and the local courts to implement a suitable entry-level selection process and was able to lift 33-year old court oversight of the process.	2010-2011
Arlington, TX Fire Department	Written examination and assessment center development, validation, administration and scoring for the ranks of Lieutenant and Captain.	2010-2011
Minneapolis Police Department	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2010-2011
Illinois State Police (through the State Police Merit Board)	Written examination and assessment center development, validation, administration and scoring for the ranks of Sergeant and Master Sergeant.	2010
Houston Police Department Promotional Process	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant (Additional testing from 2009 list).	2010
Massachusetts State Police	Written job knowledge development, validation and administration to the rank of Sergeant	2010
Washington D.C. Fire Sergeant, Lieutenant and Captain Promotional Process	Job analysis, written examination and assessment center development, validation, administration and scoring for three ranks	2009-2010
Washington D.C. Fire Suppression Battalion Chief Promotional Process	Job analysis, written examination and assessment center development, validation, administration and scoring for Fire Suppression Battalion Chief	2009-2010
Washington D.C. EMS Captain Promotional Process	Job analysis, written examination and assessment center development, validation, administration and scoring for EMS Captain	2009-2010
City of Chicago- Police Communication Operator I Selection Process	Test coordination, administration, scoring, analysis and reporting for entry-level position.	2010
San Diego, CA Police	Job analysis, written examination and structured oral assessment	2009-2010

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Department Sergeant and Lieutenant Promotional Process	development, validation, administration and scoring for police Sergeant and Lieutenant.	
Los Alamos Fire Department Promotional Process to Assistant Chief and Deputy Chief	Assessment center development, validation, training, administration and reporting for the ranks of AC and DC.	2009
Illinois State Police (through the State Police Merit Board)	Job analysis to the rank of Trooper.	2009
City of Chicago- Police Communication Operator I Selection Process	Job analysis, test development and validation for a test of oral communication clarity. Test coordination, administration, scoring, analysis and reporting for entry-level position.	2009
Atlanta, GA Police Department Sergeant and Lieutenant Promotional Process	Job analysis, written examination and structured oral assessment development, validations, administration and scoring for police Sergeant and Lieutenant.	2009
Chicago Fire Department-Entry-Level Fire USERRA Examination	Retesting for entry-level fire examination for military candidates per USERRA: Fire entry-level written examination administration and application processing.	2009
Cook County Sheriff's Office promotional process	Written examination development and administration for sheriff's police Sergeant and Lieutenant, court services Sergeant and Lieutenant and correctional division Sergeant, Lieutenant and Captain.	2009
Houston Police Department Promotional Process	Written examination and assessment center development, validation, administration and scoring for the rank of Lieutenant.	2009
Houston Police Department Promotional Process	Written examination and assessment center development, validation, administration and scoring for the rank of Captain.	2009
Washington, D.C. Metropolitan Police Department	Development of a job knowledge examinations for the ranks of Sergeant, Lieutenant, and Captain	2008-2009
Massachusetts State Police	Written job knowledge and structured oral assessment development, validation and administration to the rank of Captain.	2009
Minneapolis Police	Job analysis to the ranks of Sergeant, Lieutenant and Captain for the MPD.	2009
DC Metro Police	Development of a job knowledge examination for the ranks of Sergeant, Lieutenant, and Captain.	2008-2009
Milwaukee Fire Department Entry-Level Testing Process	Job analysis, validation, administration and scoring on a fire entry-level examination for the city of Milwaukee. Development, validation and assessor training of an entry-level fire structured oral interview.	2008-2009
Austin, TX Police Commander and Lieutenant Promotional Process	Developed, validated, and administered an assessment center for the ranks of Lieutenant and Commander.	2008
Buffalo, NY Police Promotional Process	Retesting for military candidates: Written examination and assessment center for Lieutenant, Detective and Captain.	2008
Chicago Fire Department-FCOI Entry-Level Testing	Entry-level written examination validation, administration, application processing and scoring for Fire Communications Officer I position.	2008
Joplin MO Police Department PAT Development	Development and validation of an entry-level police physical ability test for the Joplin Police Department.	2008
Los Alamos Fire Department Promotional Process	Development, validation and administration of assessment centers for the ranks of Battalion Chief and Assistant Chief for LAFD.	2008

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Lisle, IL Police Department Promotional Process for Sergeant	Administration of an OTS written examination and development, validation, administration and scoring of a Sergeant assessment center.	2008
Buffalo, NY Police Promotional Process to the ranks of Detective and Detective Sergeant	Job analysis, written examination and structured oral interview (Detective) and structured oral assessment (Detective Sergeant) development, validation, administration and scoring for police Detective and Detective Sergeant.	2008
Buffalo, NY Police Promotional Process to the ranks of Captain and Inspector	Job analysis, written examination and assessment center development, validation, administration and scoring for police Captain and Inspector.	2008
Buffalo, NY Police Promotional Process to the rank of Lieutenant	Job analysis, written examination and structured oral assessment development, validation, administration and scoring for police Lieutenant.	2008
State of New Jersey, Department of Personnel	Retesting of entry-level test made up of three parallel forms (developed in 2005-2006) for positions statewide including law enforcement officer, sheriff's officer, sheriff's deputy, corrections officer, state ranger, etc. Scoring and analysis for NJ-LEE 2008 administration	2008
Moline, IL Police Department Promotional Process to Lieutenant	Development, validation and administration of a written examination and assessment center to the rank of Lieutenant in the Moline PD.	2007
Gwinnett County, GA Protective Services	Job analysis for the ranks of Corporal, Sergeant and Lieutenant in the Police, Sheriff's and Corrections Department; Job analysis for the ranks of Driver Engineer, Lieutenant and Captain in the Fire Department.	2007
Chicago Fire Department-Entry-Level Fire Written Examination	Entry-level written examination validation, administration coordination and scoring-- project consultant role.	2006
Forsyth, GA Sheriff's Department	Promotional written examination and assessment center development, validation and administration to the ranks of Sergeant, Lieutenant & Captain.	2006
Tacoma, WA Police Department	Lieutenant promotional examination development.	2006
Houston, TX Police Department	Promotional written examination and assessment center development, validation, and administration to the rank of Captain. Development and administration of a promotional job knowledge examination for 41 candidates, as well as the development of an assessment center for 25 candidates.	2005-2006
Austin, TX Police Department	Conducted a job analysis and managed the job knowledge examination development for the rank of Corporal.	2005-2006
State of New Jersey, Department of Personnel	Re-development of three forms of the NJ-LEE entry-level selection tool.	2005-2006
Minneapolis, MN Police Department	Assessment center development, validation, and administration to the rank of Lieutenant. Job analysis revision & assessment center development, validation & administration for 40 candidates.	2005
Austin, TX Police Department	Developed, validated, and administered an assessment center for the rank of Sergeant.	2005
Austin, TX Police Department	Conducted a job analysis and managed the job knowledge examination development for the rank of Detective.	2005
Orange County, FL Fire Rescue Department	Job analysis, assessment center development; situation judgment test development, computer writing assessment development and job knowledge examination development for the rank to Lieutenant.	2005
Massachusetts State Police	Written job knowledge and structured oral assessment	2005

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	development, validation and administration to the rank of Captain.	
Gwinnett County, GA Protective Services	Written job knowledge development, validation and administration to the rank of Corporal in the Sheriff's Department.	2005
Gwinnett County, GA Protective Services	Written job knowledge development, validation and administration to the rank of Sergeant in the Sheriff's Department.	2005
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Lieutenant in the Sheriff's Department.	2005
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Lieutenant in the Sheriff's Department.	2005
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Sergeant in the Corrections Department.	2005
Gwinnett County, GA Protective Services	Written job knowledge development, validation and administration to the rank of Corporal in the Police Department.	2005
Fort Lauderdale, FL Fire Department	Fire Inspector II promotional examination development.	2005
Fort Lauderdale, FL Fire Department	Driver Engineer promotional examination development.	2005
Tacoma, WA Police Department	Captain promotional examination development.	2005
Tacoma, WA Police Department	Detective promotional examination development.	2005
West Pittston, PA Police Department	Entry-level examination administration; PAT administration/consultation & oral board development and administration for 27 candidates in August, 2005 & 9 candidates in October, 2005.	2005
Washington, D.C. Metropolitan Police Department	Development of a job knowledge examination for the ranks of Sergeant, Lieutenant, and Captain, for 1015, 196, and 108 candidates, respectively.	2004-2005
Austin, TX Police Department	Developed, validated, and administered an assessment center for the ranks of Lieutenant and Commander.	2004-2005
Massachusetts State Police	Written job knowledge and structured oral assessment development, validation and administration to the rank of Lieutenant.	2004-2005
Reading, MA Police Department	Assessment center development and administration to the rank of Police Chief.	2004-2005
Springfield, MO Police Department	Promotional written examination and assessment center development, validation & administration to the ranks of Corporal & Sergeant.	2004-2005
State of New Jersey, Department of Personnel	Statewide job analysis, physical ability test development, assessment center development; situation judgment test development, computer writing assessment development and job knowledge examination development. Initial job analysis and entry-level test development and validation of three parallel forms for positions statewide including law enforcement officer, sheriff's officer, sheriff's deputy, corrections officer, state ranger, etc.	2004
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Lieutenant in the Sheriff's Department.	2004
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Communications Officer III & IV in the Communication's Division of the Police	2004

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	Department.	
Gwinnett County, GA Protective Services	Written job knowledge development, validation and administration to the rank of Sergeant in the Sheriff's Department.	2004
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Sergeant in the Police Department.	2004
St. John's Island, SC Fire Protection District	Entry-level and incumbent standard physical ability test development & validation and fitness program development.	2004
McHenry County, IL Sheriff's Department	Promotional written examination and assessment center development and administration to the rank of Lieutenant, 8 candidates, 7 assessors recruited.	2004
Westchester, IL Fire Department	Promotional written examination and assessment center development and administration to the rank of Lieutenant, 5 candidates (3 AC).	2004
Norwalk, CT Police Department	Conducted a job analysis, entry-level (NCJOSI) test field-testing, and criterion validation.	2004
Orange County, FL Fire Rescue Department	Job analysis, assessment center development; situation judgment test development, computer writing assessment development for the rank to Battalion Chief.	Spring 2004
Orange County, FL Fire Rescue Department	Job analysis, assessment center development; situation judgment test development, computer writing assessment development and job knowledge examination development for the rank to Battalion Chief.	Fall 2004
New York State Police Department	Entry-Level written examination validation. Conducted a job analysis, field tested I/O Solutions Entry-Level Exam (NCJOSI), and validated the criterion of the NCJOSI.	2003-2004
Massachusetts State Police	Written job knowledge examination development, validation and administration to the rank of Sergeant.	2003-2004
Ozark, AL and Enterprise, AL Fire Departments	Entry-level and incumbent standard physical ability test development & validation for two agencies.	2003-2004
Gwinnett County, GA Protective Services	Written job knowledge development, validation and administration to the rank of Corporal in the Police Department.	2003
Gwinnett County, GA Protective Services	Written job knowledge development, validation and administration to the rank of Sergeant in the Sheriff's Department.	2003
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Sergeant in the Police Department.	2003
Schaumburg, IL Police Department	Promotional written examination development and administration to the rank of Lieutenant, 3 candidates.	2003
Westmont, IL Police Department	Promotional Job Knowledge Examination Development & Assessment Center Development for 11 sergeant (8 AC) candidates and 4 lieutenant candidates (3 AC).	2003
Clarksville, TN Police Department	Promotional process development and validation for the ranks of Sergeant & Lieutenant.	2003
Richton Park, IL Police Department	Assessment center development and administration to the rank of Sergeant, 3 candidates, 3 assessors recruited.	2003
New Haven, CT Fire Department	Promotional written job knowledge examination and structured oral assessment development, validation & administration to the ranks of Lieutenant and Captain.	2003
Frankfort, KY Fire Department	Assessment center development and administration to the ranks of Driver Engineer, Lieutenant, Captain, Battalion Chief & Deputy Chief.	2003
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Lieutenant in the	2002-2003

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	Police Department.	
Gwinnett County, GA Protective Services	Written job knowledge and practical tactical exercise development, validation and administration to the rank of Driver Engineer in the Fire Department.	2002-2003
North Miami, FL Police Department	Promotional written examination and assessment center development, validation & administration to the ranks of Sergeant & Lieutenant.	2002-2003
Matteson, IL Police Department	Assessment center development and administration to the rank of Sergeant, 5 candidates, 3 assessors recruited.	2002-2003
Tulsa, OK Police and Fire Department	Entry-level police and fire written examination development & validation, structured oral interview development & validation and entry-level physical ability test development & validation.	2002-2003
Massachusetts State Police	Entry-level video-based situational judgment test development, validation and administration.	2002
Gwinnett County, GA Protective Services	Written job knowledge examination development, validation and administration to the rank of Corporal in the Sheriff's Department.	2002
Gwinnett County, GA Protective Services	Written job knowledge, assessment center development and structured oral assessment development validation and administration to the rank of Sergeant in the Correction's Department.	2002
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Lieutenant in the Sheriff's Department.	2002
Gwinnett County, GA Protective Services	Written job knowledge development, validation and administration to the rank of Corporal in the Corrections Department.	2002
Gwinnett County, GA Protective Services	Written job knowledge and assessment center development, validation and administration to the rank of Captain in the Fire Department.	2002
North Miami, FL Police Department	Entry-level police written examination development & validation, B-PAD validation, entry-level physical ability test validation and entry-level selection process review.	2002
Roselle, IL Police Department	Managerial assessment for promotion to Deputy Chief.	2002
Gwinnett County, GA Protective Services	Job analysis for the ranks of Corporal, Sergeant and Lieutenant in the Police, Sheriff's and Corrections Department; Job analysis for the ranks of Driver Engineer, Lieutenant and Captain in the Fire Department.	2002

Publications:

O'Sullivan, B.J. and Roch, S. (April 1999). *The Longitudinal Effects of FOR and Observational Training on Accuracy.* Paper presented at the 14th Annual Meeting for the Society for Industrial and Organizational Psychology, Atlanta, GA.

Jones, J.A., O'Sullivan, B.J., and Carson, A. (August 1998). *Mechanical Aptitude Measurement.* Paper presented at the Meeting of the American Psychological Association, San Francisco, CA.

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MARK W. TAWNEY, Ph.D.
Principal & Vice President of Testing Services

Background Statement:

Dr. Tawney has more than ten years of experience in public safety testing and assessment and has led the test publication and research and development divisions of two national public safety testing firms. Dr. Tawney is a Principal Member who leads our Testing Services division. Dr. Tawney is a gifted psychometrician and test validation expert. He holds a Ph.D. in Industrial/Organizational Psychology from Illinois Institute of Technology and a Master's degree in Experimental Psychology from DePaul University. Dr. Tawney's major area of research and contribution to the field of I/O psychology deals with investigating alternative methodologies to enhance non-cognitive selection tools. His research aims to enhance the predictive quality of these assessment tools such that they can be used in conjunction with more traditional cognitive assessments.

Education:

Illinois Institute of Technology, Chicago, Illinois
Ph.D.: Industrial/Organizational Psychology (2012)
Master of Science: Industrial/Organizational Psychology (2007)

DePaul University, Chicago, Illinois
Master of Science, Experimental Psychology (2005)

Coe College, Cedar Rapids, Iowa
Bachelor of Science, Psychology & Philosophy (2003)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)
Chicago Industrial/Organizational/Psychology (CIOP)

Professional Experience:

2013 to Present	Industrial/Organizational Solutions, Inc. Principle - Vice President of Testing Services
2011 to 2013	Selection Works, LLC. Co-Founder - Vice President of Research and Development
2005 to 2011	Industrial/Organizational Solutions, Inc. Research and Development Manager

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Summary of Selection Projects:

The following table provides a small sampling of Dr. Tawney's projects over the past few years.

Client Consulting Work		
Client	**Project Description**	**Timeframe**
New York State Department of Civil Service	Development of state-wide entry-level selection examination for the State of New York. Project work includes: Examination plan development from job analytic data, development of cognitive and non-cognitive questions, pilot and local field-testing, and criterion-related and content validation strategies for the various components of the examination. Served as Department's expert to collaborate with the Department of Justice, who had oversight on the project.	2016-Present
Milwaukee, WI Fire Department	Oversaw the development, validation, and implementation of entry-level selection process which included an exam battery of cognitive ability, personality, and a structured oral interview. Developed methods for deploying "daily" SOI training for 200 plus civilian raters.	2017-Present
Cincinnati, OH Fire Department	Conducted local transportation validation study and job analysis for an entry-level selection tool for the position of firefighter. Analyzed results for an assessment of impact of minimally qualified cut-off point.	2017-Present
Indianapolis, IN Police Department	Oversaw the development, validation, and implementation of entry-level selection process which included an exam battery of cognitive ability, integrity and a structured oral assessment - including a video-based writing sample, video-based SJT, and structured oral interview.	2017 - Present
Chicago, IL Police Department	Developed methodologies and strategies to establish minimally qualified cut-point for the developed examination and analyzed the testing impact on sub-groups.	2017-2018
Cook County Merit Board, IL	Customized and validated entry-level selection process for the entry-level positions. Including CTT and DIF analysis for item level impact. Conducted empirical keying methodology to validate a custom keying solution for a measure of integrity. Project yielded customized solution that greatly reduced impact against protected classes, while maintaining prediction of essential criteria.	2017
Edmond, OK Fire Department	Oversaw the development, validation, and implementation of entry-level selection process which included an exam battery of cognitive ability, personality, integrity and a structured oral interview. Developed methods for adding structure to final stage Chief's interview - a semi-structured interview.	2017

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Indianapolis, IN Fire Department	Oversaw the development, validation, and implementation of entry-level selection process which included an exam battery of cognitive ability, personality, integrity and a structured oral interview.	2017
Cincinnati, OH Police Department	Conducted local transportation validation study and job analysis for an entry-level selection tool for the position of police officer. Analyzed results for an assessment of impact of minimally qualified cut-off point.	2017
Richmond, VA Fire Department	Conducted local transportation validation study and job analysis for an entry-level selection tool for the position of firefighter. Analyzed results for an assessment of impact of minimally qualified cut-off point.	2017
New Jersey Civil Service Commission	Customized and re-validated entry-level selection process for the entry-level firefighter position across the state of New Jersey. Including CTT and DIF analysis for item level impact, and removal of poor functioning items. Conducted predictive validation study with selection tool by linking recently hired firefighters' academy and job performance with their examination results.	2017-Present
New York Mass Transit Authority Police Department	Conducted a state-wide transportability validation study for the large scale administration of an entry-level police examination to approximately 20,000 applicants.	2017
Lubbock, TX	Customized an entry-level selection exam and conducted a transportability validation study, while servicing as City's expert to collaborate with the Department of Justice.	2016-2017
Dallas, TX Police Department	Conducted job analysis for all non-executive ranks within the department.	2016 - 2017
Montgomery County. MD Fire and Rescue Department	Customized and validated entry-level selection process for the entry-level firefighter position. Including CTT and DIF analysis for item level impact, transportability study and structure oral interview development utilizing a content validation strategy.	2016
Chicago, IL Police Department	Customized and validated entry-level selection process for the entry-level police officer position. Including CTT and DIF analysis for item level impact. Conducted empirical keying methodology to validate a custom keying solution for a measure of integrity.	2016
Bridgeport, CT Fire Department	Customized and validated entry-level selection exam for the entry-level firefighter position. Including CTT and DIF analysis for item level impact, concurrent validation study and content validation study for a situational judgement test.	2016

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Norwalk, CT Fire Department	Standardization, cut-off score analysis, and impact statistics of entry-level testing battery which included a multi-staged written exams and structured oral interview.	2016
Buffalo, NY Police Department	Development and validation of entry-level selection exam for the entry-level police officers position.	2015-2016
New York State Department of Civil Service	Development of state-wide job analysis for the purpose of developing and validation a new entry-level selection process for the State of New York. Project work included: Job analysis interviews and observation, development of job analysis questionnaire and linkage analysis survey and the development of a comprehensive state-wide sampling plan and analysis. Served as Department's expert to collaborate with the Department of Justice, who had oversight on the project.	2015-2016
Massachusetts Trial Court	Development and validation of physical ability test for the position of entry-level court officers for the Massachusetts Trail Court.	2015
Bridgeport, CT Police Department	Customized and developed entry-level selection tool to hire for the entry-level police officers for the Bridgeport, CT Police Department which included: local field-testing and criterion-related validation study, content validation sessions and custom scoring of a Situation judgement test with SMEs, item-analysis and DIF analysis on archival examination results, custom cut-score analysis.	2015
New Jersey Civil Service Commission	Customized and developed entry-level selection tool to hire for the entry-level firefighter position in the State of New Jersey which included: transportation of evidence for a written exam, local field-testing, content validation sessions and custom scoring of a Situation judgement test with SMEs, field test and validation of a physical ability test, item-analysis and DIF analysis on examination results, custom cut-score analysis.	2015
Houston, TX Fire Department	Assessed test and item functioning after initial use by means of conducting DIF analysis and item analysis on applicant data with the goal of improving future test performance.	2015
Florida Department of Financial Service - Firefighter Job Task Analysis	Conduct state-wide job analysis for the entry-level firefighter position (paid and volunteer) in the State of Florida which includes: interviews, large scale job analysis questionnaire deployment to over 5000 incumbent firefighters, linkage analysis, and development of technical reports.	2014-2015
Chicago, IL Fire Department	Aided in the validation and customization work of an entry-level selection tool to hire entry-level firefighters for the city of Chicago.	2014-2015

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	Developed methodologies and strategies to establish minimally qualified cut-point for the developed examination and analyzed the testing impact on sub-groups.	
New Jersey Civil Service Commission	Conducted state-wide job analysis for the entry-level firefighter position in the State of New Jersey which included: interviews, large scale job analysis questionnaire deployment to 3000 incumbent firefighters, linkage analysis and test plan development.	2014-2015
Miami, FL Fire Department	Conducted job analysis, transportability validation study and cut-off score analysis for an entry-level selection examination.	2014
Massachusetts Trial Court	Conducted state-wide job analysis, test customization and validation of the entry-level selection examination for three position within the organization.	2014
Chicago IL Police Department	Aided in the validation and customization work of an entry-level selection tool to hire entry-level police officers for the city of Chicago.	2013-2014
	Developed methodologies and strategies to establish minimally qualified cut-point for the developed examination and analyzed the testing impact on sub-groups.	
Pittsburgh PA Fire Department	Validated and customized a scoring solution of an off-the-shelf product for use in hiring entry-level firefighters. Conducted DIF analysis, item-analysis and cut-score analysis as well as pareto-optimal weighting analysis between battery components to ensure examination process was unbiased and withstood legal scrutiny.	2013-2014
Pittsburgh PA Fire Department	Served as a technical expert for the city as they collaborated with the Department of Justice for the entry-level hiring process.	2013-2014
Pennsylvania State Police	Customized and validated off-the-shelf selection tool for use by the state to select individuals to enter into state academies. Conducted DIF analysis, item-analysis and a cut-score analysis to ensure examination was unbiased against sub-groups	2013-2014
Connecticut Emergency Medical Services	Developed and validated Emergency Medical Examinations (EMR & EMT) recertification exams for the state of Connecticut.	2013-2014
San Antonio, TX	Conducted transportability validation study and job analysis for the development and customization of an entry-level firefighter selection battery including a cognitive ability measure, personality index and integrity inventory. Oversaw the delivery and administration of this selection system.	2009-Present

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San Antonio, TX	Conducted transportability validation study and job analysis for the development and customization of an entry-level police officer selection battery including a cognitive ability measure, personality index and integrity inventory. Oversaw the delivery and administration of this selection system.	2009-Present
Houston, TX Fire Department	Developed and validated a customized entry-level selection tool to hire entry-level firefighters.	2012-2013
	Assessed test and item functioning after initial use by means of conducting DIF analysis and item analysis on applicant data with the goal of improving future test performance.	
Illinois State Police & Illinois State Police Merit Board	Developed and validated a customized entry-level selection tool to select applicants to enter into academies.	2012
Edmond, OK Fire Department	Developed and validated a customized entry-level selection tool to hire entry-level firefighters.	2012
Dell Computers	Developed globally administered sales talent assessment tool used by Dell Large Enterprise Unit to aid in a larger organization change initiative.	2009-2011
	Managed the IT infrastructure development of a web administration application to allow for global deployment of the assessment tool.	
	Managed assessment tool's translation into 6 languages and assessed parallelism by means of structural equation modeling.	
Austin, TX Fire Department	Development and validation of entry-level selection process battery, including a cognitive ability measure, personality index, and integrity inventory.	2010-2011
	Served as technical expert and legal support for the development, validation, and implementation of entry-level selection process.	
Seattle Fire Department	Designed a testing process and customized scoring solution for firefighters.	2011
Cook County Merit Board, IL	Developed and presented county-wide candidate orientation and test preparation program for County's entry-level criminal justice officer positions.	2009-2011
Bridgeport, CT Police Department	Oversaw the development, validation, and implementation of entry-level selection process which included an exam battery of cognitive ability, personality, integrity and a structured oral interview.	2010

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Buffalo, NY Police Department	Development and validation of a test battery for Police Officer in the BPD. Includes the development of a parallel cognitive examination, the transportability of an integrity inventory and an assessment of personality. Worked with city's legal council, the DOJ (and DOJ's testing expert) and the local courts to implement a suitable entry-level selection process and was able to lift 33-year old court oversight of the process.	2010-2011
Missouri State Highway Patrol	Conducted longitudinal study to validate integrity exam for entry-level troopers.	2007-2010
New York State Police	Developed, validated and implemented state-wide entry-level selection exam, including the customization of a personality inventory and cognitive ability tool.	2009
Milwaukee Fire Department	Conducted job analysis, transportability validation study, and examination customization / development for the entry-level selection process.	2008
Wisconsin Emergency Medical Service Board	Served as technical expert for the development of EMT – Intermediate Technician exam.	2008
	Developed, implemented and supported state wide web-application system for the delivery of EMT – I-Tech exam program.	
Florida Department of Law Enforcement	Developed, validated and implemented statewide assessment program for entry-level criminal justice officers and managed statewide client service for this program.	2006-Present
Criminal Justice Officer Basic Abilities Test - Law Enforcement Officer (CJBAT - LEO)	Entry-level examination for the State of Florida's law enforcement positions. Exam measures cognitive ability.	2007
Criminal Justice Officer Basic Abilities Test - Corrections Officer (CJBAT - CO)	Entry-level examination for the State of Florida's corrections positions. Exam measures cognitive ability.	2007

Published Assessments		
Assessment Tool	**Description**	**Timeframe**
Law Enforcement Officers Selection Tool (LST)	Entry-level examination battery for law enforcement containing cognitive ability, personality, biodata and integrity.	2011-2012
Firefighter Selection Tool (FST)	Entry-level examination battery for fire services containing cognitive ability, personality, biodata and integrity.	2011-2012
Situational-Based Styles Assessment - Firefighter (SBSA-FF)	Entry-level situational judgment test (SJT) for fire services.	2011-2012

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Situational-Based Styles Assessment - Law Enforcement Officer (SBSA-LEO)	Entry-level situational judgment test (SJT) for law enforcement.	2011-2012
Dispatcher Selection Tool (DST)	Entry-level examination for emergency dispatcher. Assessment consists of a cognitive ability measure.	2011-2012
Sales Talent Indicator	Assessment to identify individuals who are likely to be successful in sales who have no previous experience based on a personality and attribute inventory.	2009-2010
Sales Talent Predictor	Assessment to identify talented sales staff with two or more years of experience. Assessment battery includes sales competency model and a personality and attribute inventory.	2009-2010
National Criminal Justice Officers Selection Inventory - Integrity (NCJOSI^2)	Entry-level examination battery for law enforcement containing cognitive ability and integrity.	2009
Integrity Inventory	Developed for the public safety sector, this examination measures the construct of integrity.	2009
National Firefighter Selection Inventory (NFSI)	Entry-level examination battery for fire services containing cognitive ability and personality. Personality framework was redesigned from previous version.	2008

Publications:

- Choplin, J. M. & **Tawney, M. W.** (August, 2005). *Comparison-Induced Anchoring Effects*, Proceedings of the 27th Annual Conference of the Cognitive Science Society, Stresa, Italy.
- Legel, C. C., O'Sullivan, B. J. & **Tawney, M. W.** (2011). *Considering Disparate Impact Beyond Impact Ratios.* Presented at the 2011 International Personnel Assessment Council Conference, Washington D.C.
- **Tawney, M. W.** (2006). *Implicit attitudes, racial bias, and LMX: The impact of latent racism on leader member exchange relationships.* Presented at the 27th Annual Industrial Organizational and Organizational Behavior (IOOB) Conference, Fairfax, VA.
- **Tawney, M. W.** (2008). Integrity Testing…the Selection Tool of the Future. *Law & Order Magazine, 56(12)*, 34-38.
- **Tawney, M. W.** and Choplin J. (2004) *Comparison-induced anchoring effects.* Presented at the Midwest Psychology Association, Chicago, IL
- **Tawney, M. W.**, and Deprez-Sims, A-S. (2010). *Integrity Testing for Public Safety Selection.* Presented at the 118th American Psychological Association (APA) conference, San Diego, CA.
- **Tawney, M. W.**, Ishaya, N. and Ayman, R. (2007). *Effect of Ratings sources and Leader's Gender on Performance Appraisal.* Presented at the 28th Annual Industrial Organizational and Organizational Behavior (IOOB) Conference, Indianapolis, IN.
- **Tawney, M. W.**, and Lehn, D. (2003). *Individual difference in sensory threshold for self-relevant stimuli as a function of self-consciousness.* Presented at Midwest Psychology Association, Chicago, IL.

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- **Tawney, M. W**., Mead, A., & Solberg, E. (April, 2008). *Empirical keying of personality-oriented data: Development and comparison of methods.* Symposium Presented at the 23rd Annual Society for Industrial and Organizational Psychology Conference, San Francisco, CA.
- Towler, A. & **Tawney, M. W.** (March, 2008). *Charismatic leadership emergence: Role of work values.* Presented at the 20th Annual Association for Psychological Science Conference, Chicago, IL.

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Nahren Cama, Ph.D.
Manager, Consulting Services

Background Statement:

Dr. Cama enjoys working with clients to develop and implement customized solutions to fit their needs. She possesses exceptional writing and organizational skills and is experienced communicating with all organizational levels and managing projects to successful completion. She is skilled in building relationships with her clients, gaining their buy-in and trust. At IOS, Dr. Cama has managed all phases of entry-level and promotional selection processes for agencies all across the country.

Education:

Illinois Institute of Technology
Ph.D. in Industrial/Organizational Psychology (2018)
Completed Ph.D. comprehensive exams (2007)
M.S. in Industrial/Organizational Psychology (2006)

Lake Forest College
B.A. in Psychology and Business (2003)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2016-present **Manager, Consulting Services**

- Performs the following in addition to the responsibilities of the Senior Consultant:
  - Leads a team of consultants to ensure delivery of high-quality assessment projects. Ensures that team members are applying best practices of the industry. Actively mentors and teaches team members.
  - Supervises a team of consultants in order to ensure effective completion of tasks. Conducts annual performance appraisals and directly oversees team members work on a weekly basis.
  - Manages the hiring, training, and development of new consulting staff.

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2014-2016 **Senior Consultant, I/O Solutions, Inc.**

2008-2012

- Consult with public safety agencies to develop, validate and defend entry-level and promotional testing/assessment systems
- Conduct job analysis (interviews, observations, and questionnaires) to identify essential tasks, knowledge, skills, abilities and other characteristics relevant to the position
- Provide best-practice training to public safety agencies, human resources and civil service personnel
- Develop technical reports for processes documenting all aspects of the process and validation evidence to support assessments

2012-2014 **Consultant, Daniels Consulting Group**

- Developed training content for a multinational insurance corporation
- Supported the change management efforts of a worldwide manufacturing organization

2008-2008 **Assessor – Contract Position, United Airlines**

- Observed, recorded, and evaluated leadership behaviors during multiple group exercises
- Met with Assessor team and United HR representative to finalize ratings and determine who met qualifications
- Wrote individual candidate feedback reports to support ratings and overall decisions and delivered individual feedback to candidates

2008-2008 **Consultant – Contract Position, HR Alignment, Ltd.**

- Assisted with the development of a competency based interview selection guide
- Researched and recommended books for a leadership competency guide
- Edited and reviewed reports and guides

2007-2007 **Consultant – Contract Position, Daniels Consulting Group**

- Responsible for the qualitative and quantitative analysis of data for a healthcare accreditation company undergoing changes in standards affecting their customers.
- Created reports to leadership presented survey data, themes, and areas for the organization to take action on to improve efficiencies following the changes.

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- Developed communication pieces for various stakeholders within a healthcare accreditation company following a change in technology.

2007-2007 **Survey Project Manager, The Foresight Group**

- Created client databases for survey collection
- Facilitated day-to-day client and consultant interactions.
- Created client reports and presentations

2007-2007 **Lecturer – Contract Position, Northeastern Illinois University**

- Created and presented lectures. Facilitated class discussions. Designed quizzes and exams. Designed in-class activities and projects.

2006-2006 **Consultant – Contract Position, Daniels Consulting Group**

- Designed an employee job satisfaction survey for a fitness club client. Conducted quantitative and qualitative analyses of survey data. Wrote a report detailing survey results and trends.
- Developed communication pieces on several topics for new-hires in a healthcare organization; topics ranged from communication skills to phone etiquette.

2004-2006 **Organizational Development Associate, Advocate Christ Medical Center**

- Designed a survey for new-hires to gain better understanding of the factors that attracted them to the organization and position of interest. Helped manage associate satisfaction survey process. Wrote reports communicating survey results for HR and leadership.
- Developed an administrator guide for a selection inventory. Revised/updated training guides as needed for various programs.
- Responsible for the management of recognition programs. Communicated various aspects of these programs to leadership.

Summary of Selection Projects:

Client	Project Description	Timeframe
City of San Francisco	Developed and administered assessment exercises and content for the police lieutenant position.	2019-2020
Cobb County Sheriff's Office - Sergeant & Lieutenant	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for sergeant and lieutenant. Conducted candidate orientations.	2019

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Client	Project Description	Timeframe
	Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports.	
City of Roswell, Georgia	Development of written examination and assessment center for the Roswell Police Department Sergeant and Lieutenant positions. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports.	2019
Cook County Sheriff's Office Merit Board	Written examination development and administration for sheriff's police Lateral Entry Officer, Sergeant, and Lieutenant, court services Sergeant and Lieutenant and correctional division Sergeant, and Lieutenant.	2019
Cobb County, GA	Developed and administered assessment center for the rank of Fire Captain.	2019
IL State Police Merit Board	Development of written examination and assessment center for the Illinois State Police Lieutenant and Captain positions. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports. Development of technical report.	2019
Monroe County Sheriff's Office	Developed and administered assessment centers for the rank of Road Lieutenant and Jail Sergeant.	2018-2019
Cobb County Sheriff's Office - Sergeant & Lieutenant	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for sergeant and lieutenant. Conducted candidate orientations. Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports.	2018-2019
City of Roswell, Georgia	Developed and administered written examination and assessment center for the rank of Police Sergeant and an assessment center for the rank of Police Lieutenant.	2018-2019
Shelby County Sheriff's Office	Conducted a job analysis and pay study for the Criminal Analyst position.	2018
Monroe County Sheriff's Office	Developed and administered assessment centers for the rank of Investigator and Road Sergeant.	2018
Shelby County Sheriff's Office	Development of a job description for the Evidence Custodian position.	2018
IL State Police Merit Board	Conducted a job analysis for the lieutenant and captain positions (interviews and questionnaires) and developed a technical report.	2018
IL State Police Merit Board	Development of written examination and assessment center for the Illinois State Police Sergeant and Master Sergeant positions. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports. Development of technical report.	2018

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Client	Project Description	Timeframe
Cook County Sheriff's Office Merit Board	Written examination development and administration for sheriff's police Lateral Entry Officer, Sergeant, and Lieutenant, court services Sergeant and Lieutenant and correctional division Sergeant, and Lieutenant.	2017-2018
Cobb County, GA	Developed and administered assessment center for the rank of Fire Captain.	2017-2018
City of Roswell, Georgia	Developed and administered written examination and assessment centers for the rank of Police Sergeant and Lieutenant.	2017-2018
Skokie Fire Department	Developed and administered assessment center for the rank of Fire Chief.	2017
Shelby County Sheriff's Office	Developed and administered assessment center for the rank of Captain.	2017
Cobb County Sheriff's Office - Sergeant & Lieutenant	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for sergeant and lieutenant. Conducted candidate orientations. Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports.	2017
City of Roswell, Georgia	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2017
IL State Police Merit Board	Development of written examination and assessment center for the Illinois State Police Lieutenant and Captain positions. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports. Development of technical report.	2017
IL State Police Merit Board	Conducted a job analysis for the sergeant and master sergeant positions (interviews and questionnaires) and developed a technical report.	2017
IL State Police Merit Board	Created entry-level assessment tools for the trooper position.	2016
IL State Police Merit Board	Development of written examination and assessment center for the Illinois State Police Sergeant and Master Sergeant positions. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports. Development of technical report.	2016
IL State Police Merit Board	Conducted a job analysis for the trooper position (interviews and questionnaires) and developed a technical report.	2016
City of San Francisco	Developed and administered assessment exercises and content for the police lieutenant position.	2016

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Client	Project Description	Timeframe
City of San Francisco	Developed and administered assessment exercises and content for the fire Battalion Chief position.	2016
City of Roswell, Georgia	Development of written examination and assessment center for the Roswell Police Department Sergeant and Lieutenant positions. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports.	2016
Plano Police Department	Development and validation of an entry-level PAT.	2016
Ann Arbor, MI	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for Ann Arbor Police Department sergeant and lieutenant positions.	2016
Miami Police Department	Development of parallel assessment center for the Lieutenant rank.	2015
New York State Department of Civil Service	Development of job analysis and linkage questionnaires.	2015
State of Washington	Review and validation of new items for state driver's license exams.	2015
Las Cruces, NM PAT	Development of candidate and proctor guides for an entry-level PAT, and provided technical report.	2015
Chicago Police Department - Sergeant Merit Process	Assisted in the development of training and interview materials for the sergeant merit process.	2015
Ann Arbor, MI	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for Ann Arbor Police Department sergeant and lieutenant positions.	2015
Cook County Sheriff's Office Merit Board	Written examination development and administration for sheriff's police Lateral Entry Officer, Sergeant, and Lieutenant, court services Sergeant and Lieutenant and correctional division Sergeant, and Lieutenant.	2015
City of Kenosha - Police Chief Assessment Center	Development and administration of an assessment center for the Police Chief position in the Kenosha Police Department.	2015
Florida Department of Financial Service - Firefighter Job Task Analysis	Conduct state-wide job analysis for the entry-level firefighter position (paid and volunteer) in the State of Florida which includes: interviews, large scale job analysis questionnaire deployment to over 5000 incumbent firefighters, linkage analysis, and development of technical reports.	2014-2015
Cobb County Police Department - Sergeant & Lieutenant	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for sergeant and lieutenant. Conducted candidate orientations. Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports.	2014-2015

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Client	Project Description	Timeframe
Gwinnett County Police Department; Corporal, Sergeant, and Lieutenant	Development of written examination and assessment center. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports.	2015
Lincoln Fire & Rescue Department - Captain	Development of written examination and assessment center. Delivery of candidate orientation. Conduct assessor training and administration of written exam and assessment center. Development of candidate feedback reports.	2014-2015
Cobb County Sheriff's Office - Sergeant & Lieutenant	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for sergeant and lieutenant. Conducted candidate orientations. Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports.	2014
Orleans Parish Sheriff's Office	Selection process for HR Director position	2014
Virginia Beach Fire Department - Captain rank	Conduct linkage analysis and report results. Development of written examination and assessment center. Delivered candidate orientation. Conducted assessor training and administered written exam and assessment center. Development of candidate feedback reports.	2012
Prince William County Department of Fire and Rescue- Tech II and Lieutenant ranks	Development of written examination and assessment center. Delivered candidate orientation. Conducted assessor training and administered written exam and assessment center. Development of candidate feedback reports.	2012
Lincoln Fire & Rescue Department; Re-validation	Re-validation of entry-level physical ability test.	2011-2012
East Point Police Department, Sergeant, Lieutenant, and Captain Promotionals	Development of written examinations and structured oral interviews.	2011
Los Alamos Fire Department - Company Officer	Development and management of written examination and assessment center. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2011
Los Alamos Fire Department - Fire Chief	Developed a structured oral interview with rating criteria. Developed a custom "meet and greet" rating document.	2011
Los Alamos Fire Department - Battalion Chief	Development assessment center and interview. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2011

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Client	Project Description	Timeframe
Savannah-Chatham Metropolitan Police Department - Make-up Sergeant and Captain Promotional Processes	Development of written examinations and assessment centers. Delivered candidate orientations. Conducted assessor training and administered written exams and assessment centers. Development of candidate feedback reports. Developed technical documentation.	2011
Gwinnett County Police Department - Sergeant and Lieutenant Promotional Processes	Development of written examinations and assessment centers. Delivered candidate orientations. Conducted assessor training and administered written exams and assessment centers. Development of candidate feedback reports.	2011
Westmont Police Department - Sergeant Rank	Development of written examination and assessment center. Delivered candidate orientation. Conducted assessor training and administered written exam and assessment center. Development of candidate feedback reports.	2011
Prince William County Department of Fire and Rescue- Tech II and Captain ranks	Conducted a job analysis. Development of written examination and assessment center. Delivered candidate orientation. Conducted assessor training and administered written exam and assessment center. Development of candidate feedback reports.	2011
Broward County Community College - Tech II and Captain processes	Validation study	2011
Illinois State Police - Lieutenant and Captain promotional process	Development of lieutenant and captain written examinations and assessment centers.	2011
Gwinnett County Police Department Corporal Promotional Process	Developed written exam, conducted candidate orientation, administered exam, compiled results.	2010-2011
Evanston Police Department - Sergeant Promotional Process	Development of written examination and assessment center. Delivered candidate orientation. Conducted assessor training and administered written exam and assessment center. Development of candidate feedback reports.	2010-2011
Buffalo Police Department - entry-level process	Development and management of written exam, validation, development of technical report.	2010-2011
Massachusetts State Police - Captain make-up Promotional Process	Development and management of job knowledge written exam and structured oral interview.	2010-2011
City of Bridgeport	Developed technical report for Bridgeport Police Department's entry-level selection process.	2010
Lafayette Police Department - Sergeant, Lieutenant, and Captain written exams	Development and management of job knowledge written examinations.	2010

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Client	Project Description	Timeframe
Los Alamos Fire Department - Driver Engineer Promotional Process	Development and management of written exam and practical assessment. Conducted assessor training and managed administration of practical assessment. Developed candidate feedback reports.	2010
Savannah-Chatham Metropolitan Police Department - Sergeant and Lieutenant Promotional Processes	Development and management of assessment centers for sergeant and lieutenant. Conducted candidate orientations. Conducted assessor training, and managed assessment center administrations. Developed candidate feedback reports.	2010
Cobb County Sheriff's Office - Sergeant and Lieutenant Promotional Processes	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for sergeant and lieutenant. Conducted candidate orientations. Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports. Developed technical report.	2010
Los Alamos Fire Department - Captain Promotional Process	Development and management of written examination and assessment center. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2010
Los Alamos Police Department - Sergeant Promotional Process	Development and management of written exam and structured oral interview. Development of candidate feedback reports.	2010
Missouri State Highway Patrol - entry-level SOI development	Development of structured oral interview.	2010
Illinois State Police - Sergeant and Master Sergeant Promotional Processes	Conducted job analysis update. Development and management of written examinations. Development of technical report.	2010
Massachusetts State Police -Sergeant Rank	Managed the development of the sergeant exam.	2010
Los Alamos Fire Department - Battalion Chief	Development of assessment center exercises, structured oral interviews and related materials, conduct assessor training, and develop feedback reports. Developed candidate feedback reports.	2010
Gwinnett County Police Department - Sergeant Rank	Managed all phases of the promotional process for the Sergeant rank. Coordinated with main contact and SMEs to finalize written exams, and create assessment center exercises. Conducted training for candidates and assessors. Managed the administration of the assessment center. Developed feedback reports.	2010

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Client	Project Description	Timeframe
District of Columbia Fire Department	Conducted job analysis, managed subject matter experts, developed assessment center exercises, managed administration of assessment center, developed feedback reports.	2010
Gwinnett County Police Department; Corporal, Sergeant, and Lieutenant Promotions	Managed all phases of the promotional process for the Corporal, Sergeant, and Lieutenant ranks. Coordinated with main contact and SMEs to finalize written exams, assessment center exercises. Conducted training for candidates and assessors. Managed the administration of the assessment center. Developed feedback reports.	2009
Cobb County Sheriff's Office - Sergeant Promotional Process	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports. Developed technical report.	2009
Los Alamos Fire Department - Driver Engineer Promotional Process	Development and management of written exam and practical assessment. Conducted assessor training and managed administration of practical assessment. Developed structured oral interview. Developed candidate feedback reports.	2009
East Point Police Department, Sergeant, Lieutenant, and Captain Promotions	Managed all phases of the promotional process for Sergeant, Lieutenant, and Captain ranks. Worked with SMEs to determine the exam reading list for the Sergeant and Lieutenant rank and finalized the written exams. Other aspects of this project included: finalizing written exams, developing assessment center exercises and a structured oral interview, creating feedback reports, candidate orientations, assessor training, overseeing administration of the assessments, and development of candidate feedback reports.	2009
Lincoln Fire & Rescue Department; Entry-level PAT development and validation	Conducted a physical task job analysis to assess which physical tasks were essential to the job of a firefighter within the Lincoln Fire & Rescue Department. Helped in the development and validation of the physical ability test. Created a candidate guide, proctor guide, and technical report.	2008-2009
Bradley Police Department; Sergeant Promotional	Developed a promotional-level oral interview for their sergeant assessment. Provided training to assessors on how to rate candidates during the interview. Facilitated the administration of the oral interviews.	2008-2009
Norwood Park Fire Department; Entry-level firefighter oral interview	Developed an entry-level interview and other materials for their entry-level hiring. Provided training to their commissioners on administering the interview.	2008-2009

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Client	Project Description	Timeframe
Aurora Fire Department; Captain Assessment Center	Development of assessment center exercises. Training of assessors and commissioners. Managed administration of assessment center.	2009
Gwinnett County Sheriff's Office	Work with internal SME to finalize reading lists for Corporal, Sergeant, and Lieutenant ranks. Finalize written exams and oversee administration. Development of an assessment center for the Lieutenant rank.	2009
Bradley Police Department; Lieutenant Promotional	Development of assessment center exercises. Provide training to assessors and oversee administration of the assessment center.	2009
Los Alamos Fire Department - Deputy Chief & Assistant Chief	Development of assessment center exercises and related materials. Developed candidate feedback reports.	2009

Conference Presentations:

- **Cama, N.**, and Ayman, R. The Paradox of Communication Technology In The Work-Family Interface. (April, 2020). Presented at the Society for Industrial Organizational Psychologists (SIOP) Conference, Austin, TX.
- **Ishaya, N.,** Ayman, R., & Korabik, K. Why So Much Guilt? Investigating How Overload Hurts and Why Control May Help. (May, 2013). Presented at the Society for Industrial Organizational Psychologists (SIOP) Conference, Houston, TX.
- **Ishaya, N.** and Ayman, R. Predicting Work-Family Conflict Via Perceived Involvement And Overload. (August, 2008). Presented at the APA Convention, Boston, MA.
- Tawney, M., **Ishaya, N.** and Ayman, R. (March, 2007). Effect of Ratings sources and Leader's Gender on Performance Appraisal. Presented at the Industrial Organizational and Organizational Behavior (IOOB) Conference, Indianapolis, IN.
- Ronen, E., **Ishaya, N.,** and Kozminski, K. (May, 2006). Job Satisfaction Among Healthcare Employees: Does Time of Year Matter? Presented at the Society for Industrial Organizational Psychologists (SIOP) Conference, Dallas, TX.
- Velgach, S., **Ishaya, N.,** and Ayman, R. (April, 2005). Multi-Method Approach to Investigate Work-Family Conflict. Presented at the Society for Industrial Organizational Psychologists (SIOP) Conference, Los Angeles, CA.

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BRIAN J. MARENTETTE, Ph.D.
Manager, Strategic Assessments

Background Statement:

Dr. Marentette's primary areas of expertise include applied statistics, psychometrics, job analysis, test development, and test validation. Dr. Marentette has published research in the International Journal of Selection and Assessment and the Organizational Psychology Review and has taught several undergraduate- and graduate-level courses in the area of psychological testing. He is also an active member in the Society for Industrial/Organizational Psychology, frequently presenting research at the annual conference. Dr. Marentette brings a high level of technical knowledge and expertise to his clients in developing and validating situational judgment tests, personality assessments, cognitive ability tests, job simulations, structured oral interviews, job knowledge tests and assessment centers.

Education:

DePaul University, Chicago, Illinois
Ph.D. in Industrial/Organizational Psychology (2015)

California State University, Sacramento, California
M.A. in Industrial/Organizational Psychology (2009)

Michigan State University, East Lansing, Michigan
B.A. in Psychology (2005)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2014-Present **Manager, Consulting Services, IOS, Inc.**

- Manages high-stakes assessment processes, often involving Federal oversight by the Department of Justice and other special interest groups.
- Consult with public safety agencies to develop, validate and defend entry-level and promotional testing/assessment systems
- Provided best-practice training to public safety agencies, human resources and civil service personnel

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- Collaborates with the R & D team at I/O Solutions to create off-the-shelf tests.
- Leads a consulting team by innovating current practices and procedures to stay current with cutting-edge techniques in the industry. Identifies team performance goals that contribute to the organization's effectiveness.
- Supervises a team of consulting staff. Organizes, plans and monitors employees' work to ensure effective task completion. Conducts annual performance appraisals and directly oversees team member work on an ongoing basis. Recruits, hires and onboards new employees.
- Manages the training and development of consulting staff, including the development and delivery of structured training on highly technical concepts, coaching, and ongoing development.

2012-2014 **Consultant, IOS, Inc.**

- Consult with public safety agencies to develop, validate and defend entry-level and promotional testing/assessment systems
- Provided best-practice training to public safety agencies, human resources and civil service personnel
- Collaborates with the R & D team at I/O Solutions to create off-the-shelf tests.

2011-2012 **Teaching Fellow, DePaul University**

- Full course responsibility for PSY 343 Introduction to Psychological Measurement (class size of 35 upperclassmen).
- Topics in the course included test development, validation, adverse impact analysis, item writing, and related statistical analyses.

2008-2011 **Doctoral Research Assistant, DePaul University**

- Designed and implemented research studies; managed project phases, conducted literature reviews, designed methods and procedures, collected and analyzed data.
- Prepared and wrote manuscripts and research reports; originated content, added theoretical background, prepared content for publication.
- Developed lab tasks that guided students learning of statistical analyses using SAS and SPSS statistical software.
- Conducted weekly lab sessions instructing students how to conduct statistical analyses using SAS and SPSS. Provided one-on-one instruction and tutoring.

2006-2008 **Consultant, Biddle Consulting Group, Inc.**

- Developed and validated a variety of personnel assessments for public and private sector agencies, including situational judgment tests,

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personality inventories, structured interviews, multi-media situational judgment tests, and job-knowledge written tests.
- Conducted job analyses using focus groups, interviews, and online job analysis questionnaires.
- Developed and delivered training to organizations on job analysis, personnel selection procedures, and Equal Employment Opportunity compliance.
- Served as product manager of off-the-shelf personnel assessment software. Coordinated efforts of software development, marketing and advertising. Designed assessment program and developed multi-media situational judgment test content.

2006 **Graduate Assistant (Intern), California State Personnel Board**

- Planned job analysis and examination development projects, including determining project timelines and participants.
- Facilitated subject matter expert meetings for jobs with varying levels of complexity (e.g., entry level, management and doctorate level scientist).
- Created job analysis and test development technical reports.
- Developed a job analysis database tool in MS Access consisting of over 300 job task statements and 200 KSA statements utilized by SMEs across dozens of state agencies in California.

Summary of Selection Projects:

Dr. Marentette has a wealth of experience providing selection consulting services to a diverse listing of state, municipal and county public safety agencies. Following is a partial list of the jobs that Dr. Marentette has personally managed in the past several years:

Client	Project Title	Timeframe
Massachusetts Trial Court	Development of an assistant chief court officer and chief court officer examination	2019-present
Massachusetts Trial Court	Development of an assistant chief probation officer and chief probation officer examination	2019-present
Washington, D.C. Fire & EMS Department	Development of captain, lieutenant and sergeant written examinations and assessment centers	2020-present
Montgomery County Fire & Rescue Service	Development of a master firefighter examination	2020-present
Montgomery County Fire & Rescue Service	Development of a fire lieutenant examination and assessment center	2020-present
Detroit, MI Police Department	Development of detective, sergeant, and lieutenant written examinations and assessment centers	2018-2019
Portland, OR Fire & Rescue Department	Development of battalion chief, captain and	2018-present

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	lieutenant assessment centers	
Grand Rapids, MI Police Department	Development of a captain assessment center	2018-present
Grand Rapids, MI Police Department	Development of a lieutenant examination and assessment center	2018-present
Grand Rapids, MI Police Department	Development of a sergeant examination and assessment center	2018-present
Dallas, TX Fire & Rescue Department	Development of fire operations driver, operations lieutenant, captain, battalion chief; fire prevention lieutenant, captain and section chief examinations and assessment centers.	2018-present
Montgomery County Fire & Rescue Service	Development of a master firefighter examination	2018
Montgomery County Fire & Rescue Service	Development of a fire lieutenant examination and assessment center	2018
Massachusetts State Police	Development of a lieutenant examination and oral interview	2017
Montgomery County, MD Sheriff's Office	Development of a sergeant examination and oral interview	2017
Montgomery County, MD Sheriff's Office	Development of a lieutenant examination and oral interview	2017
Massachusetts Trial Court	Development of an assistant chief court officer and chief court officer examination	2017
Massachusetts Trial Court	Development of an assistant chief probation officer and chief probation officer examination	2017
Montgomery County, MD Police Department	Development of master police officer examination	2017
Montgomery County, MD Police Department	Development of sergeant examination and assessment center	2017
San Francisco, CA Fire Department	Development of lieutenant assessment center	2017
Ann Arbor, MI Police Department	Development of sergeant examination and assessment center	2017-present
Ann Arbor, MI Police Department	Development of lieutenant examination and assessment center	2017-present
Grand Rapids, MI Police Department	Development of a captain assessment center	2017
Grand Rapids, MI Police Department	Development of a lieutenant examination and assessment center	2017
Grand Rapids, MI Police Department	Development of a sergeant examination and assessment center	2017
Buffalo, NY Fire Department	Development of lieutenant examination and assessment center	2016-2017
Buffalo, NY Fire Department	Development of captain examination and assessment center	2016-2017
Buffalo, NY Fire Department	Development of battalion chief assessment center	2016-2017

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Buffalo, NY Fire Department	Development of division chief assessment center	2016-2017
Chicago, IL Fire Department	Development of ambulance commander examination and oral assessment	2016-2017
Chicago, IL Fire Department	Development of paramedic field chief examination and oral assessment	2016-2017
Bridgeport, CT Police Department	Development of a detective examination and assessment center	2015
Bridgeport, CT Police Department	Development of a police officer oral interview	2015
Roswell, GA Police Department	Development of a lieutenant assessment center	2015
Roswell, GA Police Department	Development of a sergeant examination and assessment center	2015
Massachusetts State Police	Development of a lieutenant examination and oral interview	2015
Massachusetts Trial Court	Development of an assistant chief court officer and chief court officer examination	2015
Massachusetts Trial Court	Development of an assistant chief probation officer and chief probation officer examination	2015
Montgomery County, MD Police Department	Development of a sergeant examination and validation of assessment center	2015
Montgomery County, MD Police Department	Development of a master police officer examination	2015
Montgomery County Fire & Rescue Service	Development of a fire captain assessment center	2015
Montgomery County Fire & Rescue Service	Development of a master firefighter examination	2014
Montgomery County Fire & Rescue Service	Development of a fire lieutenant examination and assessment center	2014
Montgomery County, MD Sheriff's Office	Development of a sergeant examination and oral interview	2014
Montgomery County, MD Sheriff's Office	Development of a lieutenant examination and oral interview	2014
Arlington, TX Fire Department	Development of a captain examination and assessment center	2014
Arlington, TX Fire Department	Development of a lieutenant examination and assessment center	2014
Massachusetts State Police	Development of a captain examination and oral interview	2014

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Miami Beach, FL Fire Department	Validation of an entry-level firefighter examination and development of an oral interview	2014
Miami Beach, FL Fire Department	Development of a captain examination and oral interview	2014
Miami Beach, FL Fire Department	Development of a lieutenant examination and oral interview	2014
Bridgeport, CT Police Department	Development of a sergeant examination and assessment center	2014
Round Rock, TX Fire Department	Development of a captain examination	2014
Massachusetts Trial Court	Validation of an entry-level probation officer examination	2014
Massachusetts Trial Court	Validation of an entry-level court officer examination	2014
Roswell, GA Fire Department	Development of a fire chief assessment center	2014
Chicago OEMC	Implementation of a dispatcher examination process	2014
Grand Rapids, MI Police Department	Development of a captain assessment center	2014
Grand Rapids, MI Police Department	Development of a lieutenant examination and assessment center	2014
Grand Rapids, MI Police Department	Development of a sergeant examination and assessment center	2014
Chattanooga, TN Fire Department	Development of a captain examination and assessment center	2014
Chattanooga, TN Fire Department	Development of a lieutenant examination and assessment center	2014
Augusta, GA Fire Department	Development of a battalion chief examination and assessment center	2014
Augusta, GA Fire Department	Development of a captain examination and assessment center	2014
Augusta, GA Fire Department	Development of a lieutenant examination and assessment center	2014
Augusta, GA Fire Department	Development of a sergeant examination and practical assessment	2014
Baltimore Fire Department	Development of a battalion chief examination and assessment center	2014
Chicago Police Department	Development of a police sergeant examination and assessment center	2013

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Massachusetts State Police Department	Development of a police captain examination and structured oral interview	2013
Miami Beach Police Department	Development of a police lieutenant examination and assessment center	2013
Miami Beach Police Department	Development of a police sergeant examination and assessment center	2013
Montgomery County Department of Corrections and Rehabilitation	Development of a corrections lieutenant examination and assessment center	2013
Montgomery County Department of Corrections and Rehabilitation	Development of a corrections sergeant examination and assessment center	2013
Montgomery County Fire & Rescue Service	Development of an entry level fire fighter exam and structured oral interview	2013
Montgomery County Fire & Rescue Service	Development of a fire battalion chief examination and assessment center	2013
Montgomery County Fire & Rescue Service	Development of a fire captain examination and assessment center	2013
New York Metropolitan Transit Authority Police Department	Implementation of an entry level police officer examination	2013
Roswell, GA Police Department	Development of a police chief examination and assessment center	2013
Roswell, GA Police Department	Development of a police lieutenant examination and assessment center	2013
Roswell, GA Police Department	Development of a police sergeant examination and assessment center	2013
Round Rock, TX Fire Department	Development of a fire captain written examination	2013
Round Rock, TX Fire Department	Development of an entry level fire fighter written examination	2013
Chicago Fire Department	Development of a paramedic field chief written examination and structured oral interview	2012
Chicago Fire Department	Development of an ambulance commander written examination and structured oral interview	2012
Chicago Metra Police Department	Development of a police sergeant examination and structured oral interview	2012
Chicago Metra Police Department	Development of a police lieutenant examination and structured oral interview	2012

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Massachusetts State Police Department	Development of a police lieutenant examination and structured oral interview	2012
New Jersey Civil Service Commission	Job analysis for corrections captain position	2012
New Jersey Civil Service Commission	Job analysis for corrections lieutenant position	2012
New Jersey Civil Service Commission	Job analysis for corrections sergeant position	2012

Conference Presentations:

- **Marentette, B. J.** (June, 2015). *Situational Judgement Tests: An alternative to high-volume structured oral interviews.* Presentation at the 7th annual Public Safety Testing Summit, Oak Brook, IL.
- **Marentette, B. J.** (June, 2014). *Methods of test score use in public safety selection and promotional testing.* Presentation at the 6th annual Public Safety Testing Summit, Oak Brook, IL.
- Bell, S. T., Mann, K., **Marentette, B.** J., Adair, C.., Fisher, D., & Arman, G. (2013, May). *Assertiveness and Concern as Predictors of Shared Mental Models and Team Performance.* Poster presented at the 25th annual meeting of the Association for Psychological Science, Washington, D.C.
- Halpert, J.A., Linnabery, E., Abben, D.R., **Marentette, B.J.,** Lueck, M.D. (2013). *Test-Retest Predictive Validities And a Moderator.* Poster presentation at the 26th annual conference for the Association for Psychological Science, San Francisco, CA.
- **Marentette, B. J.**, Halpert, J. A., Linnabery, E., & Passuello, M. (April, 2012). *Situational Judgment Tests as a Form of Realistic Job Preview.* Poster presentation at the 27th annual conference of the Society for Industrial and Organizational Psychology, San Diego, CA.
- Fisher, D. M., **Marentette, B. J.**, Adair, C. K. (April, 2012). *Team Selection Regarding Personality Composition: Propositions for Improved Validity*. Poster presentation at the 27th annual conference of the Society for Industrial and Organizational Psychology, San Diego, CA.
- Bell, S. T., **Marentette, B. J.**, Adair, C.K., Fisher, D. M., Arman, G. & Mann, K. E. (April, 2012). *Keeping Tabs on Teammates: Reliance, Team Processes, and Team Performance*. Symposium presentation at the 27th annual conference of the Society for Industrial and Organizational Psychology, San Diego, CA.
- Adair, C. K., Arman, G., Quesnell, T. J., **Marentette, B. J.**, Fisher, D. M., Mann, K. E., Bell, S. T. (April, 2012). Team-level personality and its relationship with team processes. Poster presentation at the 27th annual conference of the Society for Industrial and Organizational Psychology, San Diego, CA.
- **Marentette, B. J.**, Bell, S.T., Adair, C. K., Fisher, D., Lewis, D. D., & Gerding, D. (April, 2010). *Team Process Measurement: Comparing Team Member and Observer Ratings.* Poster presented at the **25th annual conference of the Society for Industrial and Organizational Psychology, Atlanta, GA.**

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- Adair, C. K., Bell, S. T., **Marentette, B. J.**, Fisher, D., Gerding, D. (April, 2010). *An Application of the Punctuated Equilibrium Model to Team Processes.* Poster presented at **the 25th annual conference of the Society for Industrial and Organizational Psychology, Atlanta, GA.**
- Haynes, S., Halpert, J., **Marentette, B. J.**, & Lueck, M. (April, 2010). *Investigating Pregnancy and Marital Status Discrimination in Employee Performance Appraisals.* Interactive poster presented at **the 25th annual conference of the Society for Industrial and Organizational Psychology, Atlanta, GA.**
- Halpert, J., Haynes, S., Lueck, M., **Marentette, B. J.** (April, 2010). *Attitudes about Pregnant Employees: Change over Twenty Years.* Interactive poster presented **at the 25th annual conference of the Society for Industrial and Organizational Psychology, Atlanta, GA.**
- **Marentette, B. J.**, Kuang, D. C., & Meyers, L. S. (April, 2008). *An Investigation of Influence of Test Taking Fatigue on SJTs*. Poster presented at **the 23rd annual conference of the Society for Industrial and Organizational Psychology, San Francisco, CA.**
- **Marentette, B. J.** & Throckmorton, D. (March, 2007). *Using On-Line Survey Tools to Complete Job Analyses*. Presented at the 21st Annual Personnel Testing Council of Northern California Conference, Sacramento, CA.

Publications:

- **Marentette, B. J.,** Meyers, L. S., Hurtz, G. M., & Kuang, D. C. (2012). Order Effects on Situational Judgment Test Items: A Case of Construct-Irrelevant Difficulty. *International Journal of Selection and Assessment, 20*, 318-332.
- Kalchman, M. & **Marentette, B. J.** (2012). Homework as test preparation: Its promise and efficacy. *Current Issues in Middle Level Education, 17*, 1-8.
- Bell, S. T. & **Marentette, B. J.** (2011). Team viability for long-term and ongoing organizational teams. *Organizational Psychology Review, 1*, 275-292.

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COURTNEY WIERZBICKI (Nelson), PH.D.
Manager, Consulting Services

Background Statement:

Dr. Wierzbicki (formerly Nelson) is a consultant at Industrial/Organizational Solutions, Inc., a personnel and human resources consulting firm that specializes in testing and assessment. Dr. Wierzbicki has experience in developing, validating, administering and defending assessment centers, promotional job knowledge examinations, entry-level examinations and oral interviews in the public safety sector.

Education:

The University of Tulsa, Tulsa, Oklahoma
Doctor of Philosophy: Industrial/Organizational Psychology (2013)
Dissertation: The impact of differential learning on the relationship between training and store level outcomes

The University of Tulsa, Tulsa, Oklahoma
Master of Arts: Industrial/Organizational Psychology (2010)

Saint Louis University, St. Louis, Missouri
Bachelor of Arts, Psychology (2008)
Certificate in Human Resource Management, John Cook School of Business

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)
Society of Human Resource Management (SHRM)

Professional Experience:

2016 to Present — Industrial/Organizational Solutions, Inc.
Manager

- Performs all functions of a consultant, in addition to:
- Leads a team of consultants to deliver high-quality assessment projects. Ensures that team members are applying best practices of the industry. Actively mentors and teaches team members.
- Supervises a team of consultants in order to ensure effective completion of tasks. Conducts annual performance appraisals and directly oversees team members work on a weekly basis.
- Manages the hiring, training, and development of new consulting staff.

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2016 Industrial/Organizational Solutions, Inc.
Senior Consultant

- Independently and simultaneously managed multiple test development and validation projects for promotion testing\ assessment systems
- Conducted job analysis (interviews and observations) to identify the essential knowledge, skills, and abilities and other characteristics necessary for performance

2013 to 2015 Industrial/Organizational Solutions, Inc.
Consultant

- Consulted with public safety agencies to develop, validate and defend entry-level and promotional testing/assessment systems
- Provided best-practice training to public safety agencies, human resources and civil service personnel

2011 to 2012 Hogan Assessment Systems
Research Associate, Research & Development Department

- Constructed selection profiles for client specific jobs using personality and values-based assessments
- Conducted validity generalization research for employee selection and development initiatives using meta-analysis, synthetic validity, and transport validity methods
- Aligned and mapped client competency models to Hogan competencies
- Carried out job analysis procedures including content analysis/job documentation review, interviewing job incumbents, and collection of focus group data

2010 PennWell Corporation
Intern, Human Resources

- Conducted employee selection interviews and made hiring recommendations to managers
- Designed structure oral interviews through job analysis, question generation, and question selection
- Interpreted psychological assessments (cognitive ability, personality, and emotional intelligence)

2009 to 2010 Reliant Live Consulting
Intern

- Compiled multiple resources to develop leadership competencies following 360 performance appraisal

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- Created and managed a database of leadership development resources

Summary of Selection Projects:

Client	Project Description	Timeframe
Tulsa, OK	Developed and administered an assessment center for the rank of Fire Deputy Chief	2020
San Antonio, TX	Developed a written examination for the rank of Police Sergeant.	2020
Tulsa, OK	Developed and administered an assessment center for the rank of Police Major.	2019
Tulsa, OK	Developed and administered an assessment center for the rank of Police Captain.	2019
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Corporal.	2019
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2019
Tulsa, OK	Developed a written examination for the rank of Fire Equipment Operator.	2019
St. Paul, MN	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2019
Forsyth County, GA	Developed and administered written examination and assessment center for the rank of Battalion Chief.	2019
Forsyth County, GA	Developed and administered written examination and practical assessment for the rank of Fire Apparatus Operator.	2019
Guilford County Sheriff's Office	Conducted job analysis for the ranks of Detention Sergeant, Detention Lieutenant, Sworn Sergeant, and Sworn Lieutenant. Developed written examinations for the ranks of Sworn Sergeant and Detention Sergeant. Developed assessment centers for the ranks of Detention Sergeant and Detention Lieutenant	2018
San Antonio, TX	Developed a written examination for the rank of Police Sergeant and Captain.	2018
Pinellas County Sheriff's Office, FL	Developed written examination for the ranks of Sergeant (Law Enforcement Office and Department of Corrections)	2018
Mississippi Highway Safety Patrol	Conducted job analysis for the ranks of Master Sergeant, Lieutenant, and Major. Developed and administered structured oral interviews for the ranks of Master Sergeant, Lieutenant, and Major	2018
Arlington, TX	Developed a written examination for the rank of Deputy Fire Marshal.	2018
Arlington, TX	Developed a written examination for the rank of Fire Prevention Specialist.	2018

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Dallas, TX	Developed and administered assessment center for the rank of Police Sergeant.	2018
Forsyth County, GA	Developed and administered written examination and assessment center for the rank of Lieutenant.	2018
Forsyth County, GA	Developed and administered written examination and practical assessment for the rank of Fire Apparatus Operator.	2018
Arlington, TX	Developed a written examination for the ranks of Lieutenant and Captain.	2018
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Captain.	2018
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Corporal.	2018
Austin, TX	Developed a written examination for the rank of Police Lieutenant.	2018
Austin, TX	Developed a written examination for the rank of Police Commander.	2018
Austin, TX	Developed a written examination for the rank of Police Sergeant.	2018
Arlington, TX	Developed a written examination for the rank of Fire Apparatus Operator.	2018
Tulsa, OK	Developed and administered written examination and assessment center for the rank of District Chief.	2018
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2018
San Antonio, TX	Developed a written examination for the rank of Police Detective-Investigator.	2018
Pinellas County Sheriff's Office, FL	Developed written examination for the ranks of Sergeant (Law Enforcement Office and Department of Corrections)	2017
Austin, TX	Developed a written examination for the rank of Police Corporal - Detective.	2017
Tulsa, OK	Developed a written examination for the rank of Fire Equipment Operator.	2017
Forsyth County, GA	Developed and administered written examination and assessment center for the rank of Battalion Chief.	2017
St. Paul, MN	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2017
St. Paul, MN	Developed and administered assessment center for the rank of Police Commander.	2017
Dallas, TX	Developed and administered assessment center for the rank of Police Sergeant.	2017
Dallas, TX	Developed and administered assessment center for the rank of Police Lieutenant.	2017

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San Antonio, TX	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2017
Arlington, TX	Developed and administered written examination and assessment center for the rank of Fire Captain.	2017
Arlington, TX	Developed and administered written examination and assessment center for the rank of Fire Lieutenant.	2017
Tulsa, OK	Developed and administered assessment center for the rank of Police Captain.	2017
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Corporal.	2017
Montgomery County, MD	Developed and administered assessment center for the rank of Fire Captain.	2017
Montgomery County, MD	Developed and administered assessment center for the rank of Fire Battalion Chief.	2017
San Antonio, TX	Developed and administered written examination and assessment center for the rank of Police Lieutenant.	2017
San Antonio, TX	Developed and administered written examination and assessment center for the rank of Police Captain.	2017
Forsyth County, GA	Developed and administered written examination and practical assessment for the rank of Fire Apparatus Operator.	2017
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2017
San Antonio, TX	Developed a written examination for the rank of Police Detective/Investigator.	2016
Tulsa, OK	Conducted job analysis for the ranks of Fire Equipment Operator, Captain, District Chief, Assistant Chief, and Deputy Chief.	2016
Montgomery County, MD	Developed and administered written examination and assessment center for the ranks of Master Firefighter and Fire Lieutenant.	2016
Chattanooga, TN	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2016
Chattanooga, TN	Developed and administered written examination and assessment center for the rank of Police Lieutenant.	2016
Chattanooga, TN	Developed and administered written examination and assessment center for the rank of Police Captain.	2016
Pinellas County Sheriff's Office, FL	Developed written examination for the ranks of Sergeant (Law Enforcement and Department of Corrections)	2016
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Corporal.	2016
Springfield, IL	Developed and validated structured oral interview for entry level police officer.	2016
Montgomery County, MD	Conducted job analysis for the rank of Fire Assistant Chief.	2016

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Forsyth County, GA	Developed and administered written examination and assessment center for the rank of Fire Lieutenant.	2016
Montgomery County, MD	Conducted job analysis for the rank of Police Captain.	2016
Forsyth County, GA	Developed and administered written examination and practical assessment for the rank of Fire Apparatus Operator.	2016
Arlington, TX	Developed and administered written examination and assessment center for the rank of Fire Lieutenant.	2016
Arlington, TX	Developed and administered written examination and assessment center for the rank of Fire Captain.	2016
Austin, TX	Developed and administered assessment center for the rank of Police Commander.	2016
Austin, TX	Developed and administered assessment center for the rank of Police Lieutenant.	2016
Austin, TX	Developed and administered assessment center for the rank of Police Sergeant.	2016
St. Paul, MN	Developed and administered assessment center for the rank of Police Sergeant.	2016
Omaha, NE	Developed and administered assessment center for the rank of Fire Battalion Chief.	2016
Tulsa, OK	Developed and administered assessment center for the rank of Police Corporal.	2016
Tulsa, OK	Developed and administered assessment center for the rank of Police Sergeant.	2016
Rockford, IL	Conducted candidate screening and administered assessment center for the rank of Police Chief	2016
Springfield, IL	Developed and administered written examination and assessment center for the ranks of Police Lieutenant.	2016
Springfield, IL	Developed and administered written examination and assessment center for the ranks of Police Sergeant.	2016
Tulsa, OK	Developed and administered assessment center for the rank of Police Major.	2016
Tulsa, OK	Developed and administered assessment center for the rank of Police Captain.	2015
Austin, TX	Conducted job analysis for the ranks of Police Detective, Corporal, Sergeant, Lieutenant, and Commander.	2015
Buffalo, NY	Conducted job analysis for the rank of Police Officer	2015
St. Paul, MN	Developed and administered assessment center for the rank of Police Lieutenant.	2015
Pinellas County Sheriff's Office, FL	Developed written examination for the ranks of Sergeant (Law Enforcement and Deputy of Corrections)	2015
Forsyth County, GA	Developed and administered written examination and assessment center for the rank of Fire Battalion Chief.	2015

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San Antonio, TX	Developed a written examination for the rank of Police Sergeant.	2015
San Antonio, TX	Developed a written examination for the rank of Police Detective.	2015
San Antonio, TX	Developed and administered written examination and assessment center for the rank of Police Lieutenant.	2015
San Antonio, TX	Developed and administered written examination and assessment center for the rank of Police Captain.	2015
Arlington, TX	Conducted job analysis, developed a written examination, and developed a scoring rubric for a practical skills evaluation for the rank of Apparatus Operator	2015
Omaha, NE	Developed and administered an in-basket exercise and assessment centers for the rank of Police Captain.	2015
Springfield, IL	Developed and validated structured oral interview for entry level firefighter.	2015
Springfield, IL	Developed and validated structured oral interview for entry level police officer.	2015
Forsyth County, GA	Conducted job analysis, developed and administered written examination and assessment center for the rank of Fire Lieutenant.	2015
Omaha, NE	Developed and validated structured oral interview for entry level firefighter.	2015
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2015
San Jose, CA	Developed written examination for the rank of Fire Engineer.	2015
Arlington, TX	Developed and administered written examination and assessment center for the rank of Fire Lieutenant.	2015
Arlington, TX	Developed and administered written examination and assessment center for the rank of Fire Captain.	2015
Tulsa, OK	Developed and administered assessment center for the rank of Deputy Chief of Police.	2015
Springfield, IL	Conducted job analysis, developed and administered written examinations and assessment center for the rank of fire battalion chief.	2015
Springfield, IL	Conducted job analysis, developed and administered written examinations and assessment center for the rank of Fire Captain.	2015
San Jose, CA	Conducted job analysis, developed and administered written examination and assessment center for the rank of Fire Captain.	2014
City of Miami, FL	Conducted job analysis for the rank of Firefighter.	2014
San Antonio, TX	Developed written examination for the rank of Police Sergeant.	2014
San Antonio, TX	Developed written examination for the rank of Police Detective.	2014
Plano, TX	Developed written examination for the rank of Assistant Chief.	2014
Plano, TX	Developed written examination for the rank of Battalion Chief.	2014

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Plano, TX	Developed and administered written examination for the rank of Fire Captain.	2014
Plano, TX	Developed written examination for the rank of Fire Lieutenant.	2014
Plano, TX	Developed written examination for the rank of Fire Apparatus Operator.	2014
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Corporal.	2014
Tulsa, OK	Developed and administered assessment center for the rank of Police Captain.	2014
Tulsa, OK	Developed and administered assessment center for the rank of Police Major.	2014
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2014
Pinellas County Sheriff's Office, FL	Developed and administered written examination and assessment center for the rank of Sergeant LEO (Law Enforcement Officer).	2014
Pinellas County Sheriff's Office, FL	Developed and administered written examination and assessment center for the rank of Sergeant DCB (Detention & Corrections Bureau).	2014
Pinellas County Sheriff's Office, FL	Developed and administered assessment center for the rank of Lieutenant LEO (Law Enforcement Officer).	2014
Pinellas County Sheriff's Office, FL	Developed and administered assessment center for the rank of Lieutenant DCB (Detention & Corrections Bureau).	2014
DFW Airport Fire and Police	Developed technical interview questions for the ranks of Police Sergeant and Lieutenant and Fire Captain and Battalion Chief.	2014
St. Paul, MN	Assisted in the development of written examination and assessment center for the rank of Sergeant.	2014
Omaha, NE	Developed and administered written examinations and assessment centers for the rank of Fire Captain.	2014
San Jose, CA	Developed written examination for the rank of Fire Engineer.	2014
San Jose, CA	Conducted job analysis, developed and administered written examinations and assessment center for the rank of fire battalion chief.	2014
Miami Beach, FL	Conducted job analysis, developed and administered written examinations and structured oral interview for the rank of Lifeguard II.	2014
Miami Beach, FL	Conducted job analysis, developed and administered written examinations and structured oral interview for the rank of Lifeguard Lieutenant.	2014
Omaha, NE	Developed and administered assessment center for Assistant Fire Chief.	2014

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Omaha, NE	Developed and administered written examination and assessment center for police captain.	2013
San Jose, CA	Developed and administered written examinations and assessment centers for the rank of Arson Investigator.	2013
San Jose, CA	Developed and administered written examinations and assessment centers for the rank of Fire Prevention Inspector.	2013
Forsyth County, GA	Conducted job analysis, developed and administered written examinations and assessment center for the rank of fire Battalion Chief.	2013
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Corporal.	2013
DFW Airport Fire and Police	Conducted job analysis for the ranks of fire captain and battalion chief, sergeant and lieutenant for police. Linked job analysis tasks and KSAs to off-the-shelf promotional tests.	2013
Milwaukee, WI	Assisted in the development and administration of written examinations and assessment centers for the rank of lieutenant.	2013
Milwaukee, WI	Conducted job analysis and assisted in the development and administration of written examinations and assessment centers for the rank of fire captain.	2013
Omaha, NE	Conducted job analysis and assisted in the development of written examination and assessment center for the rank of paramedic shift supervisor.	2013

Presentations:

- **Nelson, C.A.,** Benson, M., Bonilla, D., Foldes, H., Muros, J., Roberston, L., & Zaldivar, K**.** (April 2015). Stepping into Organizations: Strategies for Talking to the Business. Panel Discussion at the 30th Annual Conference for the Society for Industrial and Organizational Psychology, Philadelphia, PA.
- **Nelson, C. A.,** Brummel, B. J., & Wright, C. (April, 2013). The relationship between training scores and store-level outcomes. Poster presented at the 28th Annual Conference for the Society for Industrial and Organizational Psychology, Houston, TX.
- Parker, K. N., Brummel, B. J., **Nelson, C. A**., Hannam, K. A., & Thomason, A. (April, 2013). Examining the curvilinear relationship between income and job satisfaction. Poster presented at the 28th Annual Conference for the Society for Industrial and Organizational Psychology, Houston, TX.
- Simonet, D. V., Narayan, A., & **Nelson, C. A**. (April, 2013). Who is empowered? A dispositional basis to psychological empowerment. Poster presented at the 28th Annual Conference for the Society for Industrial and Organizational Psychology, Houston, TX.
- **Nelson, C. A**., Simonet, D. V., & Narayan, A. (April, 2012). Exploring the proactive realization process of organizational culture via critical incident methodology. In A. Narayan (Co-Chair) & D. Simonet (CoChair), Key to the Lock: Matching Qualitative Methodology to Organizational Questions. Symposium at the 27th Annual Conference for the Society for Industrial and Organizational Psychology, San Diego, CA.

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- Palmer, A. J., Robertson, L., **Nelson, C. A**., & Pickering, D. (April, 2012). Employability using personality assessment. Poster presented at the 27th Annual Conference for the Society for Industrial and Organizational Psychology, San Diego, CA.
- Simonet, D. V., Narayan, A., & **Nelson, C. A**. (April, 2012). Mediated relationships between psychological safety and multidimensional psychological empowerment. Poster presented at the 27th Annual Conference for the Society for Industrial and Organizational Psychology, San Diego, CA.
- Simonet, D. V., Packell, K. M., Pellebon, C., **Nelson, C. A**., & Narayan, A. (April, 2011). Eliciting and categorizing organizational member values: Value laddering technique. Poster presented at the 26th Annual Conference for the Society for Industrial and Organizational Psychology, Chicago, IL.

Publications:

Smit, B., Ryan, L., & **Nelson, C.** (in press). Does job autonomy increase or decrease negative emotional displays from service workers? A test of competing hypotheses. *Journal of Personnel Psychology*.

Simonet, D. V., Narayan, A., & **Nelson, C.** (2015). A social-cognitive moderated mediated model of psychological safety and empowerment. *Journal of Psychology: Interdisciplinary and Applied, 149,* 818-845.

Nelson, C. A., Brummel, B. J., Grove, D. F., Jorgenson, N., Gamble, R., & Sen, S. (2010). Measuring creativity in software design. Proceedings of the International Conference on Computational Creativity, 205-214.

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Amy Eitapence, M.A.
Manager, Recruitment Services

Background Statement:

Ms. Eitapence is the manager for the recruitment division of I/O Solutions, Inc. (IOS), a personnel and human resources consulting firm that specializes in testing and assessment. Ms. Eitapence has experience in developing, validating, and administering assessment centers, promotional job knowledge examinations, entry-level examinations and oral interviews in the public safety sector. Ms. Eitapence also oversees and serves as a project manager for municipal clients in police officer/firefighter recruitment processes.

Education:

University at Albany, SUNY
Master of Arts, Industrial/Organizational Psychology (2013)

University at Oneonta, SUNY
Bachelor of Science, Psychology (2010)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)
American Psychological Association (APA)

Professional Experience:

2014 to Present — Industrial/Organizational Solutions, Inc. (IOS)
Manager, Recruitment Services

- Project management for entry-level recruitment, including but not limited to: developing job applications, coordinating the intake of applications and supporting documentation, screening applications using client specific parameters and administering testing
- Consult with public safety agencies to develop, validate and defend entry-level and promotional testing/assessment systems. Systems include entry-level and promotional written exams, oral interviews and assessment centers.
- Provide best-practice training to public safety agencies, human resources and civil service personnel
- Oversee recruitment project managers and administrative staff.

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2013 to 2014 Excelsior College
Data Analyst

- Conduct an array of activities that support psychometric, test administration, and test development functions
- Assist in standard setting sessions, using the Angoff method to set cut points for college level examinations
- Conduct analyses including, but not limited to: item analysis, dimensionality, speededness, and form equating
- Coordinate the production of psychometric technical handbooks for publication

2011-2013 Chequed.com
Research Analyst

- Talent management solutions for organizations with high-volume hiring needs
- Facilitated in the selection procedures for a pre-employment selection and screening
- Responsibilities included directly working in test development, validation studies, job analyses, candidate interviews, and job profile benchmarking

2011-2013 NYS Department of Civil Service
Intern, Testing Services Assistant

- Assisted in test item construction, review, and evaluation
- Contributed to appropriate exam comparisons, synthesizing surveys, subject matter expert reviews, and constructing exams

Summary of Selection Projects:

Client	Project Description	Timeframe
Northbrook Fire Department	Development and management of written examination for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019
Elmhurst Fire Department	Development of assessment center for battalion chief and lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019
Oak Park Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019

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Oak Park Fire Department	Development and management of written examination for battalion chief. Development of assessment center for battalion chief. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019
Orland Fire Department	Development of entry-level structured oral interview for firefighter.	2019
La Grange Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019
Burr Ridge Police Department	Development of entry-level structured oral interview for police officer.	2019
Arlington Heights Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019
Wheeling Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports. Prepared and managed Merit and Efficiency process.	2019
Plainfield Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019
Grayslake Police Department	Written exam development, administration and scoring for rank of sergeant. Development and management of structured oral interview (SOI) for sergeant. Conducted assessor training and management of SOI.	2019
Elgin Fire Department	Written exam development, administration and scoring for rank of lieutenant.	2019
Wilmette Fire Department	Written exam development, administration and scoring for rank of lieutenant.	2019

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Des Plaines Fire Department	Development and management of written examination for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2019
Berywn Fire Department	Development and management of written examination for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Berywn Police Department	Development and management of written examination for sergeant and lieutenant. Development of assessment center for sergeant and lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Oak Park Police	Development and management of structured oral interview (SOI) for police chief. Conducted assessor training and management of SOI.	2018
Northbrook Fire Department	Development and management of written examination for captain. Development of assessment center for captain. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Long Grove Fire Protection District	Written exam development, administration and scoring for rank of lieutenant.	2018
Des Plaines Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Winnetka Police Department	Written exam development, administration and scoring for rank of sergeant.	2018
Morton Grove Fire Department	Written exam development, administration and scoring for rank of lieutenant.	2018
Woodridge Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018

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Mundelein Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Lincolnshire-Riverwoods FPD	Development and management of written examination for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Hinsdale Police Department	Written exam development, administration and scoring for rank of sergeant.	2018
Lemont Police Department	Written exam development, administration and scoring for rank of sergeant.	2018
Downers Grove Police Department	Development of structured oral interview for entry-level officers.	2018
Downers Grove Fire Department	Development of structured oral interview for entry-level firefighters.	2018
Barrington Fire Department	Written exam development, administration and scoring for rank of assistant chief.	2018
Elgin Fire & Police Departments	Development of entry-level structured oral interview for both police and fire.	2018
Arlington Heights Police Department	Development of assessment center for commander. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Arlington Heights Police Department	Written exam development, administration and scoring for rank of sergeant.	2018
La Grange Fire Department	Development and management of written examination for lieutenant. Development and management of structured oral interview. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2018
Brookfield Fire Department	Development of structured oral interview for rank of captain. Conducted assessor training and management of oral interviews.	2017
Brookfield Police Department	Development of structured oral interview for rank of sergeant. Conducted assessor training and management of oral interviews.	2017
Brookfield Police Department	Development of structured oral interview for rank of lieutenant. Conducted assessor training and management of oral interviews.	2017
Clarendon Hills Police Department	Written exam development, administration and scoring for rank of sergeant.	2017
Darien Police Department	Development of structured oral interview for entry-level officers.	2017

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Evergreen Park Police Department	Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Glenview Police Department	Development of structured oral interview for entry-level officers.	2017
Huntley Fire Protection District	Development and management of written examination for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Huntley Fire Protection District	Development and administration of structured oral interview for entry-level firefighters.	2017
La Grange Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Lake Bluff Police Department	Written exam development, administration and scoring for rank of sergeant. Development of structured oral interview.	2017
Lake Forest Police Department	Written exam development, administration and scoring for rank of sergeant.	2017
Mount Prospect Police Department	Development of structured oral interview for entry-level officers and lateral hires. Conducted assessor training.	2017
Mount Prospect Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Niles Fire Department	Development and management of written examinations for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientations. Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports.	2017
Oak Park Fire Department	Development and management of written examination for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017

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Oak Park Police Department	Development and management of written examinations for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Plainfield Police Department	Development and administration of structured oral interview for entry-level officers.	2017
Plano Police Department	Development and administration of structured oral interview for entry-level officers.	2017
Rolling Meadows Police Department	Written exam development, administration and scoring for rank of sergeant.	2017
Western Springs Police Department	Development and management of written examination for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Westmont Police Department	Development and management of written examinations for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Wheeling Fire Department	Development and management of written examination for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2017
Willowbrook Police Department	Development of structured oral interview for entry-level officers.	2017
Wilmette Police Department	Written exam development, administration and scoring for rank of lieutenant.	2017
Woodridge Police Department	Development of structured oral interview for entry-level officers.	2017
Arlington Heights Police Department	Written exam development, administration and scoring for rank of sergeant.	2016
Norwood Park Fire Protection District	Development of structured oral interview for entry-level firefighters.	2016
West Chicago Police Department	Written exam development, administration and scoring for rank of sergeant. Development of oral interview, conduct assessor training and manage interview administration.	2016
Western Springs Police Department	Development of structured oral interview for entry-level officers. Conduct assessor training and manage interview administration.	2016

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Berwyn Fire Department	Development and management of written examinations for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2015
Berwyn Police Department	Development and management of written examinations for sergeant and lieutenant. Development of assessment centers for sergeant and lieutenant. Conducted candidate orientations. Conducted assessor training and managed assessment center administrations. Developed candidate feedback reports.	2015
Downers Grove Fire Department	Development and management of written examinations for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2015
Long Grove Fire Department	Written exam development, administration and scoring for rank of lieutenant.	2015
Maywood Fire Department	Development and administration of oral interviews for entry-level firefighter.	2015
Maywood Police Department	Development and administration of oral interviews for entry-level officer.	2015
Moline Fire Department	Development and management of written examinations for Battalion Chief. Development of assessment center for Battalion Chief. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2015
Morton Grove Fire Department	Written exam development, administration and scoring for rank of sergeant.	2015
Mundelein Police Department	Development of oral interview for entry-level officer. Development of oral interview for sergeant. Administration of written examinations for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2015
Norwood Park Fire Protection District	Written exam development, administration and scoring for rank of lieutenant. Development of oral interview, conduct assessor training and manage interview administration.	2015
Palatine Fire Department	Written exam development, administration and scoring for rank of lieutenant.	2015
Plano Police Department	Development of structured oral interview for entry-level officers.	2015

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Prospect Heights Fire Protection District	Development and management of written examinations for lieutenant. Development of assessment center for lieutenant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2015
Tri-State Fire Protection District	Development and administration of oral interviews for entry-level firefighter.	2015
Villa Park Police Department	Development and management of written examinations for sergeant. Development of assessment center for sergeant. Conducted candidate orientation. Conducted assessor training and managed assessment center administration. Developed candidate feedback reports.	2015
Wilmette Fire Department	Written exam development, administration and scoring for rank of lieutenant.	2015
Woodridge Police Department	Development of structured oral interview for entry-level officers.	2015

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KAREN STEIGER, M.A.
Manager, Content Development

Background Statement:

Ms. Steiger has over 18 years' experience at IOS writing and editing entry-level and promotional tests for public safety agencies across the nation. Ms. Steiger developed the item-writing and editing guidelines that have now become standard company practice. She supervises the entire Technical Writing Division and assigns and evaluates the work of other team members. Ms. Steiger acts as a member of the Off-the-Shelf Testing Division, leading efforts to update and maintain our current off-the-shelf testing products as well as develop new examinations. She has written and edited IOS's entry-level and promotional off-the-shelf exams, including multiple forms of the NCJOSI, NFSI, NCJOSI^2, *Fundamentals of Law Enforcement* promotional exams and *Core Concepts of Law Enforcement Management* promotional exams, among many others. She continues to perform all technical writing duties as needed—including writing and editing entry-level and promotional tests for public safety agencies, developing and writing study guides, online practice tests and other candidate resources, and editing I/O Solutions' technical reports and marketing materials. Ms. Steiger has personally worked with nearly all of IOS's consulting clients, past and present, including the following:

- Arlington, TX Fire Department
- Atlanta, PD Police Department
- Austin, TX Police and Fire Departments
- Baltimore, MD Police Department
- Buffalo, NY Police Department
- Cobb County, GA Sheriff's Office
- Cook County, IL Sheriff's Department
- East Point, GA Fire and Police Departments
- The Florida Department of Law Enforcement
- Fort Lauderdale, FL Fire Department
- Gwinnett County Corrections, Fire, Police and Sheriff's Departments
- Houston, TX Police Department
- Massachusetts State Police
- Metra Police Department
- Portland, ME Fire and Police Departments
- Prince William County, VA Fire Department
- San Antonio, TX Fire and Police Departments
- San Diego, CA Police Department
- Shelby County, TN Fire Department
- The Southern Nevada Health District
- Springfield, IL Fire and Police Departments
- St. Lucie County, FL Fire District
- Stamford, CT Police Department
- Tacoma, WA Police Department
- Warwick, RI Fire and Police Departments

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Maxwell G. Porter, M.S.
Manager, Testing Services

Background Statement:

Mr. Porter is a Manager in the Research & Development Department, a division of Testing Services at IOS, a personnel and human resources consulting firm that specializes in testing and assessment. He also is currently in the process of completing his PhD in Industrial-Organizational Psychology at Illinois Institute of Technology. Mr. Porter has experience in entry-level as well as promotional testing processes with a specialty in data/statistical analysis, test development and validation, and job analysis procedures. He has worked with clients on a statewide, municipal, and department level. As a manager, Mr. Porter frequently engages in the following employment testing processes:

- JAQ development and analysis
- Online survey design & implementation
- Adverse impact analysis
- Statistical significance testing
- Criterion-related validation
- Content-validation (CVR implementation, Angoff calculation, SME review sessions)
- Full-cycle project management
- Physical Ability Test (PAT) development, validation, implementation and analysis
- Cut score analysis & defensibility
- Test score banding (SED)
- Classical test theory item-analysis
- Legal issues in personnel selection
- Differential item functioning (DIF)
- Assessment center development, implementation, and analysis
- Structured Oral interview (SOI) development and implementation
- Validity Transportation
- Individual assessment (i.e. personality and managerial/leadership potential assessment)

Education:

Illinois Institute of Technology, Chicago
Doctor of Philosophy, Industrial-Organizational Psychology (2019 expected)

Illinois Institute of Technology, Chicago
Master of Science, Industrial-Organizational Psychology (2016)

Creighton University, Omaha
Bachelor of Science, Psychology, Magna cum Laude (2011)
Minor: Business Administration

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Presentations & Publications:

Tawney, M. W., Jacobson, C. J., **Porter, M. G**., & Szarek, R. W. (2019, April). Reducing disparity and increasing diversity in law enforcement hiring. Poster presented at the Thirty-Fourth Annual Conference of the Society for Industrial and Organizational Psychology, National Harbor, MD.

Porter, M. G., Morris, S. B., & De Corte, W. (2017, April). *Pareto-Optimal Composites: Predicted vs. Realized Validity-Diversity Tradeoffs*. Symposium presented at Thirty-Second Annual Conference of the Society for Industrial and Organizational Psychology, Orlando, FL.

Porter, M. G., & Morris, S. B. (2015, November). *An examination of Pareto-optimality to public safety selection data*. Presented at the Ideas in Testing Research seminar, Chicago, IL.

Professional Experience:

April 2019 to Present	Industrial/Organizational Solutions, Inc. (IOS) Manager, Testing Services
2017 to April 2019	Industrial/Organizational Solutions, Inc. (IOS) Consultant/Sr. Researcher, Testing Services
2014 to June 2017	Industrial/Organizational Solutions, Inc. (IOS) Research Analyst, Testing Services
2014	Industrial/Organizational Solutions, Inc. (IOS) Research Associate, Testing Services
2013 – 2014	Illinois Institute of Technology (IIT) Graduate Statistics Teaching Assistant

Summary of Selection Projects:

Client	Project Description	Timeframe
Anaheim, CA Fire Department	Job Analysis and & Validity Transportation process for entry-level firefighter position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Developed custom SOI, provided in-depth incumbent assessor training and oversaw SOI administration	2020
Fort Worth, TX Police Department	Job Analysis and & Validity Transportation process for entry-level Patrol Officer position. Managed the administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report.	2020

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	Provided written exam for ~600 candidates and delivered comprehensive adverse impact report of test outcomes.	
Greenville, SC Police Department	Job Analysis and & Validity Transportation process for entry-level Patrol Officer position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Developed custom SOI, provided in-depth incumbent assessor training and oversaw SOI administration. Validated (content & criterion) existing custom physical ability test (PAT) simulation. Worked with SMEs to content validate departmental Medical Health Screening process.	2019
Greenville, SC Fire Department	Job Analysis and & Validity Transportation process for entry-level firefighter position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Developed custom SOI, provided in-depth incumbent assessor training and oversaw SOI administration. Validated (content & criterion) existing custom physical ability test (PAT) simulation. Worked with SMEs to content validate departmental Medical Health Screening process.	2019
Washington DC, Fire & EMS	Job Analysis and & Validity Transportation process for entry-level firefighter position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Provided written exam for over 3,000 candidates and delivered comprehensive adverse impact report of test outcomes.	2019
Fort Worth, TX Fire Department	Job Analysis and & Validity Transportation process for entry-level firefighter position. Managed the administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Provided written exam for ~1,300 candidates and delivered comprehensive adverse impact report of test outcomes.	2019
Indianapolis, IN Police Department	Written examination scoring. Full SOI development and administration with department SMEs.	2019
Lakewood, CO Police Department	Developed custom SOI, implemented video SJT and administered integrity inventory to entry level candidates. Performed statistical score banding of results and delivered comprehensive adverse impact report.	2016-2020
Edmond, OK Fire Department	Developed custom SOI, managed onsite rater training, and video recording of candidate responses. Developed new custom Semi-structured Oral Interview (i.e. Chief's interview) provided in-depth training to fire chiefs.	2018
Indianapolis, IN Fire Department	Managed the administration of a written exam to over 1,000 firefighter candidates. Developed fully custom SOI based on job analytic data and SME input. Provided in-depth incumbent assessor training and oversaw SOI administration to over 800 candidates.	2018
Miami Beach, FL Fire Department	Provided multiday on-site candidate orientation sessions. Oversaw administration and scoring of written exam for over 500 firefighter applicants	2018
Providence RI, Police Department	Developed fully custom SOI based on job analytic data and SME input. Provided in-depth incumbent and community assessor training.	2018

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Bridgeport, CT Police Department	Oversaw administration of custom written examination. Developed fully custom SOI based on job analytic data and SME input. Provided in-depth incumbent assessor training and oversaw SOI administration to over 250 candidates.	2018
Indianapolis, IN Police Department	Job Analysis and & Validity Transportation process for entry-level police officer position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Developed custom SOI, implemented custom video written exercise, and custom video SJT.	2017-2018
Cobb County, GA Fire Department	Job Analysis and & Validity Transportation process for entry-level firefighter position. Delivered online JAQ survey. Analyzed and re-validated previously developed PAT. Provided new cut score recommendation based on analysis of archival incumbent data.	2017-2018
Miami Beach, FL Police Department	Developed fully custom entry-level written exercise. Scripted, filmed, and directed the onsite creation of six video scenarios. Developed objective criteria/rating scales based on assessment of candidate recall and written ability.	2017-2020
Edmond, OK Fire Department	Job Analysis and & Validity Transportation process for entry-level firefighter position. Delivered online JAQ survey. Administered battery of entry-level exams. Developed custom SOI, managed onsite rater training, and video recording of candidate responses. Developed custom Semi-structured Oral Interview (i.e. Chief's interview) provided in-depth training to fire chiefs.	2017
New York Metropolitan Transit Authority (MTA)	Job Analysis and & Validity Transportation process for entry-level police officer position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report.	2017
Bridgeport, CT Fire Department	Criterion-related validation of past test data. Situation Judgement content validation. Written examination item-analysis and administration. Custom SOI development and administration	2016
Indianapolis, IN Police Department	Criterion-related validity transportation analysis conducted. On-site job analysis visits. Written examination scoring. Full SOI development and administration with department SMEs.	2016-2017
Massachusetts Trial Court, MA	Development, validation (content & criterion), field-testing, and administration of custom physical ability test (PAT) simulation	2015-2016
Florida Department of Law Enforcement (FDLE)	CJBAT exam cut-score re-analysis and modification. Classical and Differential Item Functioning (DIF) item analyses performed. Adverse impact analysis and significance testing.	2015-2016
Florida Division of State Fire Marshal, Bureau of Fire Standards & Training	Conducted statewide job analysis for firefighter position. Included: job analysis interviews, observations, JAQ survey development, administration and analysis. Identified critical KSAOs & Tasks and analyzed survey data across variety of key demographic variables.	2015
New York Civil Service Commission	Conducted statewide job analysis for police officer position: Included on-site observations, interviews and JAQ content reviews	2015
New Jersey Civil Service Commission	Conducted statewide job analysis for firefighter position including: on-site interviews, observations, JAQ administration, analysis, and written exam field testing.	2015
Bridgeport, CT Police Department	Creation, validation, and scoring of custom written exam process.	2015

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JOHN M. FORD, PH.D.

Principal Consultant

Background Statement:

Dr. Ford is a Principal Consultant at Industrial/Organizational Solutions, Inc., a personnel and human resources consulting firm that specializes in testing and assessment. Dr. Ford has experience as the principal consultant and project manager for entry-level and promotional assessment products and services, including standardized written tests, job analyses, test validation and transportability studies, oral boards/structured interviews, physical ability tests, promotional written tests, promotional assessment centers, litigation support, performance evaluations, and recruitment surveys. In addition to the development, validation, and administration of assessment processes, Dr. Ford also has extensive experience in providing the following consulting services:

- Assisting agencies with preparing RFPs that are specifically targeted to the organizations needs and/or getting sole source approval.
- Providing expert consultation for both technically literate and lay client contacts regarding legal requirements and issues (e.g., EEOC guidelines, testing options, test results, validation, adverse impact, cut scores, accommodations for candidates with disabilities, etc.).
- Reviewing new legislation and local requirements/civil service guidelines to ensure client compliance.
- Educating and working with civil service commissions, human resource agencies, public safety departments, and government officials to ensure the legal defensibility of their selection systems and to gain organizational, political, and public acceptance for their processes.
- Meeting with interested parties (e.g., unions and employee groups, community organizations, minority groups, media) to address concerns and gain buy-in for projects.
- Conducting statistical analyses (item analyses, scoring, adverse impact, repeat test taker analyses, reliability analyses, statistical validation, transportability analyses, fairness analyses, etc.) and creating eligibility lists.
- Analyzing, interpreting, and presenting project results to client representatives, government officials, civil service commissions, and community representatives.
- Providing litigation support (e.g., conducting statistical analyses, reviewing reports, participating in strategy meetings with attorneys, preparing supporting materials) for expert witness testimony and court cases.

Education:

Louisiana State University, Baton Rouge, Louisiana
Doctor of Philosophy: Industrial/Organizational Psychology (2002)

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California State University, Bakersfield, Bakersfield, California
Master of Arts: Psychology (1998)

Weber State University
Bachelor of Science, Psychology (1996)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2016 to Present Industrial/Organizational Solutions, Inc.
Principal Consultant

- Consult with public safety agencies to develop, validate, administer, and defend promotional testing/assessment systems

2001 to 2015 CWH Research, Inc.
Director of Consulting Services

- Management and supervision of a staff that provides entry-level and promotional testing products, services, consultation, and client support to public agencies across the United States and Canada.

Summary of Selection Projects:

Client	Project Description	Timeframe
Tuscaloosa Fire Rescue	Development of assessment center for Fire Marshal. Conduct assessor training and manage assessment center. Manage candidate feedback reports.	2019
San Diego Fire-Rescue Department	Management of USERRA assessment center for Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2019
Columbus Fire & Emergency Medical Services	Management of written examinations for Sergeant, Lieutenant, and Captain. Development of assessment centers for Sergeant, Lieutenant, Captain, and Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2019
Bexar County Sheriff's Office	Management of written examinations for Detention Corporal, Detention Captain, Detention Sergeant, Law Enforcement Entry Test, Law Enforcement Investigator, and Law Enforcement Sergeant.	2019
Albuquerque Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant and Lieutenant. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2019

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Metropolitan Nashville Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant and Lieutenant. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2018-2019
Tuscaloosa Fire & Rescue Service	Management of written examinations for Fire Apparatus Operator, Lieutenant, and Captain. Development of practical examination (Aerial Test, Pump Test, Rodeo Test) for Fire Apparatus Operator. Development of assessment centers for Lieutenant and Captain. Development of oral interview for Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage practical examination, assessment center, and oral interview administrations. Manage candidate feedback reports.	2018-2019
Metropolitan Nashville Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant and Lieutenant. Conduct candidate orientation. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2018-2019
Albuquerque Fire Rescue	Management of written examinations for Paramedic Driver and Suppression Driver.	2018-2019
Cobb County Fire & Emergency Services	Management of written examinations for Engineer and Lieutenant. Development of assessment centers for Engineer and Lieutenant. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2018
Bexar County Sheriff's Office	Management of written examinations for Detention Corporal, Detention Sergeant, Detention Lieutenant, Law Enforcement Investigator, Law Enforcement Sergeant, Law Enforcement Lieutenant, and Law Enforcement Transfer.	2018
San Diego Fire-Rescue Department	Management of written examinations for Captain and Battalion Chief. Development of assessment centers for Captain and Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2017-2018
Tuscaloosa Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant, Lieutenant, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2017-2018
Albuquerque Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant and Lieutenant. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2017-2018
Albuquerque Fire Rescue	Management of written examinations for Paramedic Driver, Suppression Driver, Paramedic Lieutenant, Suppression Lieutenant, Captain, and Battalion Chief. Development of assessment centers for Captain and Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback	2017-2018

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	reports.	
Columbus Fire & Emergency Medical Services	Management of written examinations for Sergeant, Lieutenant, and Captain. Development of assessment centers for Sergeant, Lieutenant, Captain, and Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2017
Metropolitan Nashville Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant, Lieutenant, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2017
Albuquerque Fire Department	Development and administration of job analysis for Paramedic Driver, Suppression Driver, Paramedic Lieutenant, Suppression Lieutenant, Captain, and Commander.	2017
Kansas City, Kansas Police Department	Management of written examination for Captain. Development of assessment center for Captain. Conduct candidate orientation. Conduct assessor training and manage assessment center administration. Manage candidate feedback reports.	2017
Cobb County Fire & Emergency Services	Management of written examinations for Engineer and Lieutenant. Development of assessment centers for Engineer and Lieutenant. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2017
Tuscaloosa Fire & Rescue Service	Management of written examinations for Fire Apparatus Operator, Lieutenant, and Captain. Development of practical examination (Aerial Test, Pump Test, Rodeo Test) for Fire Apparatus Operator. Development of assessment centers for Lieutenant and Captain. Development of oral interview for Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage practical examination, assessment center, and oral interview administrations. Manage candidate feedback reports.	2017
Albuquerque Police Department	Management of written examination for Sergeant and Lieutenant. Development of assessment center for Sergeant and Lieutenant. Conduct candidate orientation. Conduct assessor training and manage assessment center administration. Manage candidate feedback reports.	2017
Albuquerque Fire Department	Management of written examination for Driver.	2017
Bexar County Sheriff's Office	Management of written examinations for Law Enforcement Deputy Sheriff, Law Enforcement Transfer Exam, Law Enforcement Lieutenant, Law Enforcement Captain, Detention Corporal, Detention Sergeant, Detention Lieutenant, and Detention Captain.	2017
Bexar County Sheriff's Office	Management of written examinations for Law Enforcement Investigator and Sergeant.	2016
Metropolitan Nashville Police Department	Management of written examination for Sergeant Development of assessment center for Sergeant. Conduct assessor training and manage assessment center administration. Manage candidate feedback reports.	2016
Albuquerque Police Department	Management of written examination for Sergeant. Development of assessment center for Sergeant. Conduct candidate	2016

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	orientation. Conduct assessor training and manage assessment center administration. Manage candidate feedback reports.	
Albuquerque Fire Department	Management of written examinations for Driver, Lieutenant, Captain, and Commander. Development of assessment centers for Captain and Commander. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2016
University of Alabama Police Department	Management of written examinations for Sergeant, Lieutenant, and Captain. Development of assessment centers for Sergeant, Lieutenant, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2016
Cobb County Fire & Emergency Services	Management of written examinations for Engineer and Lieutenant. Development of assessment centers for Engineer and Lieutenant. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2016
San Diego Fire-Rescue Department	Management of written examinations for Captain and Battalion Chief. Development of assessment centers for Captain and Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2016
Kansas City, Kansas Police Department	Management of written examinations for Sergeant, Detective, and Captain. Development of assessment centers for Sergeant, Detective, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2015-2016
Tuscaloosa Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant, Lieutenant, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2015-2016
Columbus Fire & Emergency Medical Services	Management of written examinations for Sergeant, Lieutenant, and Captain. Development of assessment centers for Sergeant, Lieutenant, Captain, and Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2015
Metropolitan Nashville Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant, Lieutenant, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2015
Cobb County Fire & Emergency Services	Development of structured interview for Captain. Conduct assessor training and manage structured interview administration. Manage candidate feedback reports.	2015
Cobb County Fire & Emergency Services	Management of written examinations for Engineer and Lieutenant. Development of assessment centers for Engineer and Lieutenant. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2015
Tuscaloosa Fire & Rescue Service	Management of written examinations for Fire Apparatus Operator, Lieutenant, and Captain. Development of practical examination (Aerial Test, Pump Test, Rodeo Test) for Fire	2014-2015

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	Apparatus Operator. Development of assessment centers for Lieutenant and Captain. Development of oral interview for Battalion Chief. Conduct candidate orientations. Conduct assessor training and manage practical examination, assessment center, and oral interview administrations. Manage candidate feedback reports.	
Fairfax County Police Department	Development and validation of Physical Ability Test for entry-level Police Officer and entry-level Animal Control Officer positions.	2010-2015
University of Alabama Police Department	Management of written examinations for Sergeant, Lieutenant, and Captain. Development of assessment centers for Sergeant, Lieutenant, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2014
Metropolitan Nashville Police Department	Management of written examination for Sergeant. Development of assessment center for Sergeant. Conduct candidate orientation. Conduct assessor training and manage assessment center administration. Manage candidate feedback reports.	2014
Tuscaloosa Fire & Rescue Service	Development of oral interview for EMS Chief. Conduct assessor training and manage oral interview administration. Manage candidate feedback reports.	2014
Casa Grande Police Department	Management of written examination for Sergeant. Development of assessment center for Sergeant. Conduct candidate orientation. Conduct assessor training and manage assessment center administration. Manage candidate feedback reports.	2014
Charleston Fire Department	Scoring, data analysis, and evaluating structured oral interview for entry-level Firefighter.	2014
Charleston Fire Department	Development, validation, and scoring of structured oral interview for entry-level Firefighter.	2014
Rhode Island State Police Department	Conduct assessor training for structured oral interview for entry-level Trooper position.	2014
Rockford Police Department	Management of written examination for Sergeant. Development of assessment center for Lieutenant Conduct candidate orientation. Conduct assessor training and manage assessment center administration. Manage candidate feedback reports.	2014
Albuquerque Fire Department	Conduct orientation for Captain assessment center.	2014
Arvada Fire Protection District	Development, validation, and scoring of oral interview for entry-level Firefighter.	2014
Tuscaloosa Police Department	Management of written examinations for Sergeant and Lieutenant. Development of assessment centers for Sergeant, Lieutenant, and Captain. Conduct candidate orientations. Conduct assessor training and manage assessment center administrations. Manage candidate feedback reports.	2013-2014

Presentations:

- **Ford, J.M.,** Hornick, C.W., & Fox, K. (2014, July). Adverse Impact: A Primer on What You Need to Know. Workshop given at the Thirty-Eighth Annual Conference of the International Personnel Assessment Council, Denver, CO.
- **Ford, J.M.,** Hornick, C.W., & Fox, K. (2014, July). Public Safety Hiring: A Tutorial on Improving Your Selection Process From the RFP to the First Day of the Academy. Presentation given at the Thirty-Eighth Annual Conference of the International Personnel Assessment Council, Denver, CO.

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- Igou, F., Feuquay, J., Blair, M., Hornick, C.W., & **Ford, J. M.** (2011, July). To band or not to band: Is that the question? Presentation given at the Thirty-fifth Annual Conference of the International Personnel Assessment Council, Washington D.C.
- **Ford, J.M.,** Hornick, C.W., & Carnahan, T.J. (2008, June). Bridging the bureaucratic morass: Successfully navigating common obstacles to successful assessment and hiring in the public sector. Presentation given at the Thirty-Second Annual Conference of the International Public Management Association Assessment Council, Oakland, CA.
- **Ford, J.M.,** & Blair, M.D. (2008, June). It all begins with the job analysis: Using job analyses to identify talent and drive organizational success. Workshop given at the Thirty-Second Annual Conference of the International Public Management Association Assessment Council, Oakland, CA.
- Carnahan, T.J., Hornick, C.W., & **Ford, J.F.** (2008, June). The first shall be last and the last shall be first: Does presentation order and scheduling impact candidate scores in assessment centers? Presentation given at the Thirty-Second Annual Conference of the International Public Management Association Assessment Council, Oakland, CA.
- **Ford, J.M.** (2007, June). Moving beyond "eeny, meeny, miny, moe": What factors should guide the evaluation of selection tests. Presentation given at the Thirty-first Annual Conference of the International Public Management Association Assessment Council, St. Louis, MO.
- Blair, M.D., & **Ford, J.M.** (2007, June). Adverse Impact: Pitfalls, pollyanna, and practical advice for practitioners. Workshop given at the Thirty-first Annual Conference of the International Public Management Association Assessment Council, St. Louis, Mo.
- Blair, M.D., & **Ford, J.M.** (2006). It all begins with the job analysis: Expanding the job domain to minimize adverse impact in selection. PTC Quarterly, 2, 10-11.
- **Ford, J.M.,** & Blair, M.D. (September, 2006). Adverse impact: Misconceptions, facades, and pitfalls. What practitioners need to know today. Presentation given at the Western Regional Intergovernmental Personnel Assessment Council 2006 Meeting, Berkeley, CA.
- **Ford, J.M.,** & Blair, M.D. (2006, June). How do you rate what you don't know: The impact of familiarity between raters and ratees on performance evaluations. Presentation given at the Thirtieth Annual Conference of the International Public Management Association for Human Resources Assessment Council, Las Vegas, NV.
- **Ford, J.M.,** & Blair, M.D. (2006, June). Approaches to addressing adverse impact: Opportunities, facades, and pitfalls. Presentation given at the Thirtieth Annual Conference of the International Public Management Association for Human Resources Assessment Council, Las Vegas, NV.
- Blair, M.D., & **Ford, J.M.** (2006, June). Factors influencing applicant performance when retaking employment exams. Presentation given at the Thirtieth Annual Conference of the International Public Management Association for Human Resources Assessment Council, Las Vegas, NV.
- Blair, M.D., & **Ford, J.M.** (2006, June). The next generation in firefighter selection: A new model for a new generation. Presentation given at the Thirtieth Annual Conference of the International Public Management Association for Human Resources Assessment Council, Las Vegas, NV.
- **Ford, J.M.,** Hornick, C.W., & Killian, J.H. (2005, June). Do you see what I see?: Are different rater sources evaluating the same thing? Presentation given at the Twenty-ninth Annual

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Conference of the International Public Management Association for Human Resources Assessment Council, Orlando, FL.

- **Ford, J.M.,** & Greguras, G.J. (2003, April). Examining the influence of organizational politics on multisource feedback systems. Paper presented at the Eighteenth Annual Conference of the Society for Industrial and Organizational Psychology, Orlando, FL.
- **Ford, J.M.,** & Greguras, G. J. (2002, April). Examining the influence of supervisor-subordinate agreement on LMX relationships. Paper presented at the Seventeenth Annual Conference of the Society for Industrial and Organizational Psychology, Toronto, Canada.
- Greguras, G. J., **Ford, J.,** & Brutus, S. (2001, May). Manager attention to and use of multi-source feedback. In M. P. Born & M. E. G. van der Velde (Co-chairs), Managerial behavior and assessment. Symposium conducted at the Tenth Annual Conference of the European Congress on Work and Organizational Psychology, Prague, Czech Republic.
- **Ford, J. M.** & Greguras, G. J. (2001, April). An examination of the multidimensionality of supervisor perceptions of leader-member exchange. Paper presented at the Sixteenth Annual Conference of the Society for Industrial and Organizational Psychology, San Diego, CA.
- Greguras, G. J., **Ford, J. M.,** & Brutus, S. (2000, April). Which rater source matters most? A policy capturing study. Paper presented at the Fifteenth Annual Conference of the Society for Industrial and Organizational Psychology, New Orleans, LA.

Publications:

Greguras, G.J., & **Ford, J.M.** (2006). An examination of the multidimensionality of supervisor and subordinate perceptions of leader-member exchange. *Journal of Occupational and Organizational Psychology*, 79, 433-465.

Greguras, G. J., **Ford, J.M.,** & Brutus, S. (2003). *Manager attention to multisource feedback. Journal of Management Development,* 22, 345-361.

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Irfan Bhanji, M.A.
Senior Assessment Consultant

Background Statement:

Irfan joined IOS in 2012 as an associate consultant. He has managed all phases of promotional selection processes for agencies across the country. He delivers excellence to clients in terms of customer service, professionalism, expertise and overall client satisfaction.

Education:

Elmhurst College
M.A. in Industrial/Organizational Psychology (2011)

Northern Illinois University
B.S. in Psychology (2009)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)
The Chicago Industrial/Organizational Psychologists (CIOP)

Professional Experience:

2019-Present **Senior Assessment Consultant, I/O Solutions, Inc.**

- Manages consulting projects, including, determination of project deliverables, scheduling, communications, client relations, and ensuring the technical quality of all work to be completed
- Develops and administers assessment centers and assessor training
- Conducts subject matter expert meetings to review test content and items

2014-Present **Assessment Consultant, I/O Solutions, Inc.**

- Manages consulting projects, including, determination of project deliverables, scheduling, communications, client relations, and ensuring the technical quality of all work to be completed
- Develops and administers assessment centers and assessor training
- Conducts subject matter expert meetings to review test content and items

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2012-2014 **Associate Consultant, I/O Solutions, Inc.**

- Manages and assists project managers on consulting projects, including, determination of project deliverables, scheduling, communications, client relations, and ensuring the technical quality of all work to be completed
- Develops and administers assessment centers and assessor training
- Conducts subject matter expert meetings to review test content and items

2010-2010 **HR Intern – YWCA of Metropolitan Chicago**

- Developed, administered, and analyzed annual employee survey
- Facilitated focus groups to gather employee feedback on the organizational environment of the agency
- Presented survey results and action plan to senior management team
- Communicated with a variety of departments and stakeholders at agency

Summary of Selection Projects:

Client	Project Description	Timeframe
Baltimore City Fire Department	Development of Job Knowledge Assessment Center for the rank of Suppression Captain and Lieutenant	2019
Baltimore City Fire Department	Development of Job Knowledge Assessment Center for the rank of EMS Captain and Lieutenant	2019
Kansas City, Kansas PD	Developed written exam and assessment center for the rank of Police Sergeant and Detective	2019
Kansas City, Kansas FD	Developed written exam and assessment center for the rank of Fire Captain	2019
Kansas City, Kansas FD	Conducted Job-Analysis for the ranks of Fire Captain and Battalion Chief	2019
Guilford Sheriff's Office	Developed assessment center for the rank of Sworn Sergeant, Sworn Lieutenant, Detention Sergeant and Detention Lieutenant	2019
Cincinnati, OH	Developed assessment center for the rank of Police Captain	2019
Cincinnati, OH	Developed written exam and assessment center for the rank of Fire District Chief	2019
Cincinnati, OH	Developed assessment center for the rank of Fire Captain	2018
Richfield, MN	Developed assessment center for the rank of Police Sergeant & Lieutenant	2018
Guilford Sheriff's Office	Developed assessment center for the rank of Sworn Sergeant, Sworn Lieutenant, Detention Sergeant and Detention Lieutenant	2018

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August, GA Fire Department	Job knowledge written examination and assessment center development for the rank of Sergeant, Lieutenant, and Captain	2018
Kansas City, Kansas PD	Conducted Job-Analysis for the ranks of Police Sergeant, Detective and Captain	2018
Indianapolis, IN	Conducted Job-Analysis for the ranks of Police Sergeant, Lieutenant, and Captain	2017
Omaha, NE	Job knowledge written examination and assessment center development for the rank of Police Sergeant.	2017
Baltimore City Fire Department	Development of Job Knowledge Assessment Center for the rank of EMS Captain and Lieutenant	2017
Baltimore City Fire Department	Development of Job Knowledge Assessment Center for the rank of Suppression Captain and Lieutenant	2017
Cincinnati, OH	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of Fire Lieutenant	2017
Baltimore City Fire Department	Development of Job Knowledge Written Exam & Practicum for Emergency Vehicle Driver and Pump Operator	2016
St. Charles, MO	Development of Job Knowledge Written Exam & Assessment Center for the rank of Police Sergeant	2016
Baltimore City Fire Department	Development of Job Knowledge Assessment Center for the rank of Suppression Battalion Chief	2016
Omaha, NE	Development of Assessment Center for the rank of Fire Chief	2016
Northbrook, IL	Job knowledge written examination and assessment center development for the rank of Fire Captain.	2016
Cobb County, GA	Conducted Job-Analysis and developed assessment center for the rank of Battalion Chief and Deputy Chief	2016
Omaha, NE	Job knowledge written examination and assessment center development for the rank of Police Lieutenant.	2016
Montgomery Sheriff	Job knowledge written examination and assessment center development for the rank Sergeant and Lieutenant.	2016
Elmhurst Fire Department	Job knowledge written examination and assessment center development for the rank of Fire Lieutenant and Battalion Chief.	2016
IL State University Civil Service	Oral Interview development for the rank of Police Officer.	2015
IL State University Civil Service	Assessment center development for the rank of Police Sergeant.	2015
Prince William County Department of Fire & Rescue	Job knowledge written examination and assessment center development for the ranks of Lieutenant, Captain, and Technician II.	2015
Baltimore City Fire Department	Conducted Job-Analysis and developed Job knowledge written examination for the rank of EMS Lieutenant	2015

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Baltimore City Fire Department	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of EMS Captain.	2015
Baltimore City Fire Department	Conducted Job-Analysis and developed Job knowledge written examination for the rank of Suppression Captain and Lieutenant.	2015
Baltimore City Fire Department	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of EMS Battalion Chief.	2015
Baltimore City Fire Department	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of Sergeant and Lieutenant.	2015
Omaha, NE	Physical Ability Test (PAT) development and validation for the rank of Police Officer.	2015
Omaha, NE	Job knowledge written examination and assessment center development for the rank of Fire Apparatus Engineer.	2015
Omaha, NE	Job knowledge written examination and assessment center development for the rank of Police Sergeant.	2015
Omaha, NE	Assessment center development for the rank of Deputy Police Chief.	2015
Woodridge, IL PD	Job knowledge written examination and assessment center development for the rank of Sergeant.	2015
Cedar Rapids, PD	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of Sergeant and Lieutenant.	2015
Prince William County Department of Fire & Rescue	Job knowledge written examination and assessment center development for the ranks of Lieutenant, Captain, and Technician II.	2014
St. Louis PD	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of Lieutenant and Captain.	2014
Omaha, NE	Assessment center development for the rank of Fire Chief.	2014
Omaha, NE	Job knowledge written examination and assessment center development for the rank of Fire Battalion.	2014
Omaha, NE	Job knowledge written examination and assessment center development for the ranks of Police Lieutenant.	2014
Omaha, NE	Assessment center development for the rank Paramedic Supervisor.	2014
Hoffman Estates, IL PD	Job knowledge written examination and assessment center development for the ranks of Sergeant and Lieutenant	2014
Westmont, IL PD	Job knowledge written examination and assessment center development for the rank of Sergeant.	2014
Cook County Forest Preserve PD	Job knowledge written examination and assessment center development for the rank of Sergeant and Deputy Commander.	2014

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Darien, IL PD	Job knowledge written examination and assessment center development for the rank of Sergeant.	2014
Prince William County Department of Fire & Rescue	Job knowledge written examination and assessment center development for the ranks of Lieutenant, Captain, and Technician II.	2013
Omaha, NE	Job knowledge written examination and assessment center development for the rank of Police Sergeant.	2013
Omaha, NE	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of Assistant Fire Marshal.	2013
Omaha, NE	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of Paramedic Supervisor.	2013
Omaha, NE	Job knowledge written examination and assessment center development for the rank of Fire Apparatus Engineer.	2013
Prince William County Department of Fire & Rescue	Job knowledge written examination and assessment center development for the ranks of Lieutenant, Captain, and Technician II.	2012
Omaha, NE	Conducted Job-Analysis and developed Job knowledge written examination and assessment center for the rank of Assistant Fire Chief.	2012
Darien, IL PD	Job knowledge written examination and assessment center development for the rank of Sergeant.	2012

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Linda H. Reynaud, M.A.
Senior Assessment Consultant

Ms. Reynaud is a consultant at Industrial/Organizational Solutions, Inc., a personnel and human resources consulting firm that specializes in testing and assessment. Ms. Reynaud has a variety of experiences in the private and public sectors in developing, validating, and administering selection processes. Ms. Reynaud also has extensive experience in job analyses and technical report writing.

EDUCATION

George Mason University
M.A. Industrial/Organizational Psychology, 1988

James Madison University
B.S. Psychology (cum laude, with distinction), 1987

Professional Experience

2012-Present Assessment Consultant, I/O Solutions, Inc.

- Consult with public safety agencies to design, develop and validate promotional testing/assessment systems
- Conduct job analysis to identify the essential knowledge, skills, and abilities and other characteristics necessary for performance
- Write technical reports for assessment processes, documenting all aspects of the development, administration, results and validation evidence to support assessments

2000-2011 Consultant, e-Selex.com

- Served as project manager, designing and developing online selection systems for large private industry clients
- Conducted validation analyses and authored validation reports
- Wrote proposals, technical specifications documents, and technical reports

1997-2000 Consultant, SHL, Inc.

- Consulted with Fortune 500 clients to develop and validate selection tools
- Managed the design and development of online hiring systems
- Completed large scale job analyses
- Wrote technical reports to document projects

1994-1997 Testing and Assessment Analyst, Circuit City Stores, Inc.

- Developed and implemented assessment centers for store management positions
- Developed Competency Models, utilized for recruitment, hiring, promotion and performance management systems

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- Created a 360 degree feedback instrument, training, and policies
- Designed interview guides for store positions
- Completed test validation analyses and wrote validation reports
- Developed standard operating procedures for store selection
- Led cross-functional project to improve sales associate productivity and customer service

1992-1997 Adjunct Instructor, University of Richmond

1993-1994 Organizational & HR Development Manager, Virginia Department of Rehabilitative Services

- Facilitated organizational development programs
- Led cross-functional team in the development of success factors for agency staff
- Conducted training needs assessment and developed agency's annual HR development plan
- Authored training proposal to obtain federal in-service training grant funds; managed grant funds

1990-1993 Selection & Assessment Specialist, Altria

- Developed and administered assessment centers for sales manager position and middle manager positions
- Developed 360 feedback instrument and process
- Designed and implemented assessment processes for various purposes (e.g., placement in re-organization, associate development, training needs analysis)
- Participated in the design of a performance appraisal system
- Participated in the development of a Management Competency Model
- Conducted job analyses and validation studies on selection instruments
- Authored panel interview guides and test administration manuals

1988-1990 Research Associate, Human Resources Research Organization (HumRRO)

- Served as research analyst under lead researchers
- Authored technical reports, prepared communication materials, conducted job analysis interviews

1988 Research Associate (Intern), Morris & McDaniel, Inc

- Wrote items for police, security and fire job knowledge exams

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Summary of IOS Selection Projects:

Client	Project Description	Timeframe
Austin-Travis County EMS	Job knowledge written examination development for the rank of Clinical Specialist-Field and Clinical Specialist-Communications. Job knowledge written examination development and assessment center development and administration for the rank of Captain-Communications and Captain-Field.	2019
Bernalillo County Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Commander, Captain and Engineer in the Bernalillo Fire Department.	2019
Chattanooga Fire Department	Job analyses and job knowledge written examination development and assessment center development and administration for the ranks of Lieutenant, Captain and Battalion Chief.	2019
Coral Gables Fire Department	Job knowledge written examination development for the rank of Captain in Coral Gables Fire Department.	2019
Jacksonville Sheriff's Office - Corrections	Job knowledge written examination development and assessment center development and administration for the ranks of Corrections Sergeant and Lieutenant in the Jacksonville Sheriff's Office.	2019
Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Driver Engineer, Captain, and Battalion Chief in the Los Alamos Fire Department.	2019
Austin-Travis County EMS	Job knowledge written examination development for the ranks of Medic II Communications, Medic II Field and Commander Communications. Job knowledge written examination development and assessment center development and administration for the ranks of Commander Communications, Captain Field and Captain Communications.	2018
Bernalillo County Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Commander and Lieutenant in the Bernalillo Fire Department.	2018
Carrollton Fire Department	Job knowledge written examination development for the ranks of Apparatus Operator, Sub Apparatus Operator, Captain, Battalion Chief and Assistant Fire Chief in the Carrollton Fire Department.	2018
Chattanooga Police Department	Assessment center development and administration for the rank of Captain in the Chattanooga Police Department.	2018
Coral Gables Fire Department	Job knowledge written examination development for the ranks of Lieutenant and Commander in Coral Gables Fire Department. Coordinated entry-level testing.	2018
Jacksonville Sheriff's Office	Job knowledge written examination development and assessment center development and administration for the ranks Police Sergeant and Lieutenant in the Jacksonville Sheriff's Office. Job analyses for the ranks of Corrections Sergeant and Lieutenant in the Jacksonville Sheriff's Department.	2018
Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Driver Engineer, Captain, and Battalion Chief in the Los Alamos Fire Department.	2018

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Los Alamos Police Department	Job knowledge written examination development and assessment center development and administration for the rank of Sergeant in the Los Alamos Police Department.	2018
Austin-Travis County EMS	Job knowledge written examination development for the ranks of Medic II Communications, Medic II Field, and Captain Field. Structured Oral Interview development for rank of Medic I.	2017
Bernalillo County Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Commander and Captain in the Bernalillo Fire Department. Practical assessment development and administration for the rank of Engineer.	2017
Bernalillo County Metropolitan Detention Center	Job knowledge written examination development and assessment center development and administration for the ranks of Sergeant and Lieutenant.	2017
Carrollton Fire Department	Job knowledge written examination development for the ranks of Apparatus Operator, Sub Apparatus Operator, Captain, and Battalion Chief in the Carrollton Fire Department.	2017
Chattanooga Fire Department	Assessment center development and administration for the ranks of Lieutenant and captain in the Chattanooga Fire Department.	2017
Coral Gables Fire Department	Job knowledge written examination development for the rank of Captain in Coral Gables Fire Department. Coordinated entry-level testing.	2017
Jacksonville Sheriff's Office	Assessment center development for military make-up assessments for the ranks of Police Sergeant and Lieutenant in the Jacksonville Sheriff's Office.	2017
Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Driver Engineer, Captain, and Battalion Chief in the Los Alamos Fire Department. .	2017
Austin-Travis County EMS	Job knowledge written examination development and assessment center administration and development for the ranks of Captain Field, Commander Field, Captain Communications, and Commander Communications. Job knowledge written examination development for the ranks of Medic II Communications and Medic I Field. Structured Oral Interview development for rank of Medic I.	2016
Bernalillo County Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Commander and Lieutenant in the Bernalillo Fire Department.	2016
Bernalillo County Metropolitan Detention Center	Job knowledge written examination development and assessment center development and administration for the ranks of Sergeant and Lieutenant.	2016
Carrollton Fire Department	Job knowledge written examination development for the ranks of Apparatus Operator, Sub Apparatus Operator, Captain, and Battalion Chief in the Carrollton Fire Department.	2016
Coral Gables Fire Department	Job knowledge written examination development for the ranks of Lieutenant and Battalion Chief in Coral Gables Fire Department.	2016

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Jacksonville Sheriff's Office	Assessment center development and administration for the ranks of Sergeant and Lieutenant in the Jacksonville Sheriff's Office.	2016
Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Driver Engineer, Captain, and Battalion Chief in the Los Alamos Fire Department. Entry level firefighter testing coordination.	2016
Los Alamos Police Department	Job knowledge written examination development and assessment center development and administration for the rank of Sergeant in the Los Alamos Police Department.	2016
Savannah Police Department	Job knowledge written examination development and assessment center development and administration for the rank of Sergeant in the Savannah Police Department.	2016
Austin Fire Department	Job knowledge written examination development for the ranks of Fire Specialist, Lieutenant, Captain, and Battalion Chief in the Austin Fire Department.	2015
Austin-Travis County EMS	Job knowledge written examination development for the ranks of Medic II Communications, Captain Communications, Commander Communications, and Medic II Field. Structured Oral Interview development for Medic I.	2015
Bernalillo County Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Captain and Engineer in the Bernalillo Fire Department.	2015
Bernalillo County Metropolitan Detention Center	Job knowledge written examination development and assessment center development and administration for the ranks of Sergeant and Lieutenant.	2015
Carrollton Fire Department	Job knowledge written examination development for the ranks of Apparatus Operator, Sub Apparatus Operator, Captain, and Battalion Chief in the Carrollton Fire Department.	2015
Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Driver Engineer, Captain, and Battalion Chief in the Los Alamos Fire Department.	2015
Montgomery County Department of Corrections and Rehabilitation	Job knowledge written examination development and assessment center development and administration for the ranks of Sergeant and Lieutenant.	2015
Edmond, OK	Structured oral interview development for the rank of Chief - Fire Prevention.	2015
Massachusetts Trial Court	Written exam, situation judgement test and essay exam development for the ranks of ACPO and CPO in Probation and Family and Juvenile Courts.	2015
Austin Fire Department	Job knowledge written examination development for the ranks of Fire Specialist, Lieutenant, Captain, Battalion Chief and Division Chief in the Austin Fire Department. Job analysis for rank of Division Chief.	2014

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Austin-Travis County EMS	Job knowledge written examination development for the ranks of Medic II Communications, Captain Communications, Commander Communications, Medic II Field, Captain Field, and Commander Field. Assessment center development and administration for Captain Field and Commander Field in the Austin-Travis County EMS department. Structured Oral Interview development for entry-level Medic.	2014
Bernalillo County Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Captain and Commander in the Bernalillo Fire Department.	2014
Carrollton Fire Department	Job knowledge written examination development for the ranks of Apparatus Operator, Sub Apparatus Operator, Captain, and Battalion Chief in the Carrollton Fire Department.	2014
Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Driver Engineer, Captain, and Battalion Chief in the Los Alamos Fire Department. Completed entry-level firefighter testing.	2014
Los Alamos Police Department	Job knowledge written examination development and assessment center development and administration for the rank of Sergeant.	2014
Lafayette (LA) Sheriff's Office	Job knowledge written examination development for first-line supervisors in the sheriff's department.	2013
Austin Fire Department	Job knowledge written examination development for the ranks of Fire Specialist, Lieutenant, Captain, and Battalion Chief in the Austin Fire Department.	2013
Austin-Travis County EMS	Job analyses and job knowledge written examination development for the ranks of Medic II Communications, Captain Communications, Commander Communications, Medic II Field, Captain Field, Commander Field and Division Chief. Job analyses and entry-level examination development for the ranks of Medic I Communications and Medic I Field.	2013
Bernalillo County Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Captain and Commander in the Bernalillo Fire Department.	2013
Carrollton Fire Department	Job knowledge written examination development for the ranks of Apparatus Operator, Sub Apparatus Operator, Captain, and Battalion Chief in the Carrollton Fire Department.	2013
Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Captain and Battalion Chief in the Los Alamos Fire Department.	2013
Carrollton Fire Department	Job knowledge written examination development for the ranks of Apparatus Operator, Sub Apparatus Operator, Captain, and Battalion Chief in the Carrollton Fire Department.	2012

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Los Alamos Fire Department	Job knowledge written examination development and assessment center development and administration for the ranks of Driver Engineer, Captain, and Deputy Chief in the Los Alamos Fire Department. Completed entry-level firefighter testing.	2012
Odessa Fire Department	Job knowledge written examination development for the ranks of Field Training Officer, Detective, Lieutenant, Sergeant, Corporal and Police Officer.	2012
Lafayette (LA) Sheriff's Office	Job knowledge written examination development for the rank of Dispatch Supervisor in the sheriff's department.	2012

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Andrew Weedfall, Ph.D.
Assessment Consultant

Background Statement:

Dr. Weedfall is a consultant at Industrial/Organizational Solutions, Inc., a personnel and human resources consulting firm that specializes in testing and assessment. Dr. Weedfall has experience with job analysis, the development, validation, and administration of job knowledge examinations and assessment centers, and project management.

Education:

North Carolina State University – Raleigh, NC
Doctor of Philosophy: Industrial/Organizational Psychology (2019)
Dissertation: Individual Differences in Perceptions of Cyber Incivility: Mitigating the Negative Effects of Incivility with Job Crafting

North Carolina State University – Raleigh, NC
Master of Science: Industrial/Organizational Psychology (2016)

West Virginia University – Morgantown, WV
Bachelor of Arts, Psychology (2013)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2019 to Present — Industrial/Organizational Solutions, Inc.
Consultant

- Consults with public safety agencies to develop, validate, and defend promotional testing and assessment systems
- Conducts job analysis (interviews and observations) to identify the essential knowledge, skills, abilities, and other characteristics necessary for performance
- Provides best-practice training to public safety agencies, human resources, and civil service personnel
- Develops technical reports for processes by documenting all aspects of the process and validation evidence to support assessments

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2014 to 2018 The Friday Institute for Educational Innovation
Graduate Research Assistant

- Planned, conducted, and delivered reports of, statistical tests and quantitative data analysis
- Leveraged data analysis expertise to provide recommendations to clients regarding the best approach to assess and evaluate their programs.
- Designed reports to meet client needs by presenting data and results through non-technical language and effective visuals to inform the future directions of their programs.
- Used psychometrics expertise to advise on and conduct a scale validation study and co-authored a published manuscript
- Independently managed and met goals and expectations for concurrent projects.

Summary of Selection Projects:

Client	Project Description	Timeframe
Grand Rapids Police Department - Grand Rapids, MI	Assisted with development and administration of the assessment center for the ranks of Sergeant, Lieutenant, and Captain	2019-2020
Kalamazoo Department of Public Safety - Kalamazoo, MI	Developed written examination for the rank of Detective	2019-2020
Pasadena Police Department - Pasadena, TX	Developed written examinations for the rank of Sergeant and Lieutenant	2019-2020
Buffalo Fire Department - Buffalo, NY	Assisted with the development and administration of the assessment center for the rank of Captain	2019
Bernalillo County Fire Department - Bernalillo County, NM	Assisted with implementation of the assessment center for the rank of Engineer	2019
Guilford County Sheriff's Office - Guilford County, NC	Assisted with the development and administration of the assessment center for the ranks of Sworn Sergeant and Sworn Lieutenant	2019
Kalamazoo Department of Public Safety - Kalamazoo, MI	Developed written examination and wrote a technical report for the rank of Sergeant	2019
Augusta Fire Department - Augusta, GA	Assisted with implementation of the assessment center for the ranks of Sergeant and Lieutenant	2019
Raleigh Police Department - Raleigh, NC	Assisted with implementation of the assessment center for the rank of Detective	2019
Raleigh Police Department - Raleigh, NC	Assisted with implementation of the assessment center for the ranks of Sergeant and Lieutenant	2019
Austin Police Department - Austin, TX	Assisted with implementation of the assessment center for the rank of Lieutenant	2019
Baltimore Police Department - Baltimore, MD	Assisted with implementation of the assessment center for the rank of Sergeant	2019

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Springfield Fire Department - Springfield, MO	Conducted job analysis interviews and observations for the rank of Firefighter	2019
Cincinnati Fire Department - Cincinnati, OH	Assisted with implementation of the assessment center for the rank of District Chief	2019
Tulsa Police Department - Tulsa, OK	Assisted with implementation of the assessment center for the rank of Captain	2019

Publications and Presentations:

- Jones, M. G., Ennes, M., **Weedfall, A.,** Chesnutt, K., Cayton, E. (In Press). The development and validation of a measure of science capital, habitus, and future science interests. *Research in Science Education.*
- Oakley, S. L., **Weedfall, A.,** Pond III, S. B., (April, 2016). Linking Core Self-Evaluations to Organizational Citizenship: A Risk Orientation Perspective. Poster presented at the 31st Annual Conference for the Society for Industrial and Organizational Psychology, Anaheim, CA.
- Oakley, S. L., **Weedfall, A.,** Pond III, S. B., (April, 2016). Enhancing Attitudes Toward Diversity Training: Framing, Format, and Goal Orientation. Poster presented at the 31st Annual Conference for the Society for Industrial and Organizational Psychology, Anaheim, CA.

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Christen Dovalina, M.S.
Assessment Consultant

Background Statement:

Ms. Dovalina joined IOS in 2015. She is familiar with best practices in selection test development and validation, including job analysis, test plan development, criterion-related validity analysis, adverse impact analysis, and utility analysis.

Education:

Texas A&M University
M.S. in Industrial/Organizational Psychology (2014)

Bradley University
MBA – Management Concentration (2010)

Bradley University
B.S. in Psychology (2006)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)
American Psychological Association (APA)

Professional Experience:

2018 to Present **Assessment Consultant, I/O Solutions, Inc.**

- Consults with public safety agencies to develop, validate, and defend entry-level and promotional testing/assessment systems
- Independently and simultaneously manages multiple assessment development and validation projects
- Conducts job analysis (interviews and observations) to identify the essential knowledge, skills, abilities, and other characteristics necessary for performance
- Provides best-practice training to public safety agencies, human resources and civil service personnel
- Develops technical reports for processes, documenting all aspects of the process and validation evidence to support assessments

2015 to 2018 **Assessment Specialist, I/O Solutions, Inc.**

- Managed and assisted project managers on consulting projects, including the development, validation, and defense of entry-level and promotional testing/assessment systems
- Developed and administered assessments centers, including

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assessor training
- Conducted subject matter expert meetings to review and validate exam content
- Developed technical reports for processes, documenting all aspects of the process and validation evidence to support assessments

Summary of Selection Projects:

Client	Project Description	Timeframe
Massachusetts State Police Department	Developed Sergeant written examination (MMU).	2019-2020
Arlington, TX Fire Department	Developed written examinations for the ranks of Apparatus Operator, Captain, and Lieutenant.	2019-2020
Austin, TX Police Department	Developed Detective/Corporal written examination and wrote written exam report.	2019-2020
DFW International Airport Police Services	Developed Sergeant and Lieutenant written examinations and specialty SOI questions	2019
Round Rock, TX Fire Department	Developed Captain and Battalion Chief written examination.	2019
Montgomery County, MD Department of Correction and Rehabilitation	Developed Sergeant and Lieutenant written examinations. Developed and administered Sergeant and Lieutenant assessment centers.	2019
Gwinnett County, GA Police Department	Developed and administered Communications Officer III, Communications Officer IV, and Communications Shift Supervisor assessment centers.	2019
Moline, IL Fire Department	Developed and administered Captain assessment center.	2019
Chattanooga, TN Police Department	Developed Sergeant and Lieutenant written examinations and assessment centers.	2019
Gwinnett County, GA Sheriff's Office	Developed Corporal, Sergeant, and Lieutenant written examinations. Developed and administered Lieutenant assessment center.	2019
Gwinnett County, GA Corrections Department	Developed Corporal, Sergeant, and Lieutenant written examinations. Developed and administered Sergeant and Lieutenant assessment center.	2019
Austin, TX Police Department	Developed Lieutenant written examination.	2019
Jacksonville Sheriff's Office Police Department	Assisted with development of Sergeant and Lieutenant assessment center exercises and assessment center administration.	2019
Jacksonville Sheriff's Office Corrections Department	Assisted with development of Sergeant and Lieutenant assessment center exercises and assessment center administration.	2019

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Massachusetts State Police Department	Developed Sergeant written examination.	2019
Austin-Travis County, TX EMS	Assisted with development of Commander Field assessment center. Administered Captain Communications assessment center.	2019
Gwinnett County, GA Police Department	Developed and administered Corporal, Sergeant, and Lieutenant written examinations. Developed and Administered Sergeant and Lieutenant assessment center.	2019
Arlington, TX Fire Department	Developed written examinations for the ranks of Fire Prevention Specialist, Deputy Fire Marshal, Fire Investigator Bomb Technician, Apparatus Operator, Captain, and Lieutenant.	2018 - 2019
Austin, TX Police Department	Assisted with development and administration of Sergeant and Commander written examinations and assessment centers.	2018-2019
Moline, IL Police Department	Developed and administered Sergeant and Lieutenant written examinations and Lieutenant assessment center.	2018
Plano, IL Police Department	Administered Sergeant assessment center.	2018
Moline, IL Fire Department	Developed Lieutenant written examination and developed and administered assessment center.	2018
Gwinnett County, GA Police Department	Developed and administered Communications Officer III, Communications Officer IV, and Communications Shift Supervisor assessment centers.	2018
Montgomery County, MD Fire and Rescue Service	Administered Lieutenant assessment center.	2018
Montgomery County, MD Sheriff's Office	Administered Sergeant and Lieutenant structured oral interviews.	2018
Jacksonville Sheriff's Office Police Department	Developed Sergeant and Lieutenant assessment center exercises and assisted with assessment center administration.	2018
Jacksonville Sheriff's Office Corrections Department	Conducted job analysis for the ranks of Sergeant and Lieutenant.	2018
Chattanooga, TN Police Department	Administered Captain assessment center.	2018
Illinois State Police	Administered Master Sergeant assessment center.	2018
Austin-Travis County, TX EMS	Administered Captain Communications assessment center.	2018
Plano, TX Fire Department	Developed written examinations for the ranks of Deputy Chief, Lieutenant, Fire Engineer, and Captain.	2018
Montgomery County, MD Department of Correction and Rehabilitation	Administered Lieutenant structured oral assessment.	2018
Arvada, CO Fire Department	Administered Paramedic assessment center.	2018

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Gwinnett County, GA Sheriff's Office	Developed Corporal, Sergeant, and Lieutenant written examinations.	2018
Gwinnett County, GA Corrections Department	Developed Corporal, Sergeant, and Lieutenant written examinations. Developed and administered Sergeant and Lieutenant assessment center.	2018
DFW International Airport Police Services	Developed Sergeant and Lieutenant written examinations and specialty SOI questions, conducted assessor/administrator training, and wrote technical report.	2017 - 2018
Moline, IL Fire Department	Developed and administered Battalion Chief assessment center.	2017 - 2018
Plano, TX Fire Department	Developed Captain written examination.	2017 - 2018
Austin, TX Police Department	Developed Detective/Corporal written examination and wrote written exam report.	2017
Houston, TX Police Department	Developed Captain and Sergeant make-up assessment center exercises.	2017
Dallas, TX Police Department	Developed Sergeant and Lieutenant assessment center exercises and wrote Lieutenant technical report.	2017
Jacksonville Sheriff's Office Police Department	Conducted job analysis for the ranks of Sergeant and Lieutenant.	2017
Raleigh, NC Police Department	Conducted job analysis interviews for ranks of Detective, Sergeant, and Lieutenant.	2017
Arlington, TX Fire Department	Developed Lieutenant and Captain assessment center exercises and administered assessment center.	2017
Gwinnett County, GA Sheriff's Office	Developed and administered Corporal, Sergeant, and Lieutenant written examinations. Developed and administered Lieutenant assessment center.	2017
Gwinnett County, GA Police Department	Developed and administered Corporal, Sergeant, and Lieutenant written examinations. Developed and Administered Sergeant and Lieutenant assessment center.	2017
Buffalo, NY Police Department	Conducted job analysis interviews for the ranks of Detective, Detective Sergeant, and Lieutenant.	2017
Round Rock, TX Fire Department	Developed Driver Engineer and Lieutenant written examination.	2017
Plano, TX Fire Department	Developed Captain, Driver Engineer, Lieutenant, Deputy Chief, and Battalion Chief written examinations.	2017
Moline, IL Police Department	Developed and administered Sergeant and Lieutenant written examinations and Lieutenant assessment center.	2017
Gwinnett County, GA Police Department	Developed and administered Communications Officer III, Communications Officer IV, and Communications Shift Supervisor assessment centers.	2017
Rockford, IL Police Department	Developed Lieutenant structured oral interview.	2017

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Tulsa, OK Fire Department	Conducted job analysis interviews, observations, and JAQ analyses for ranks of Fire Equipment Operator, Captain, District Chief, Assistant Chief, and Deputy Chief. Wrote job analysis technical report.	2016 - 2017
Chicago, IL Fire Department	Conducted job analysis for Ambulance Commander and Paramedic Field Chief and wrote job analysis technical report. Assisted with development of written examination and structured oral interview.	2016 - 2017
Montgomery County, MD Fire and Rescue Service	Wrote promotional process technical report for the ranks of Master Firefighter and Lieutenant.	2016
Bridgeport, CT Police Department	Wrote promotional process technical report for the rank of Captain.	2016
Austin, TX Police Department	Wrote job analysis technical report for rank of Commander.	2016
Arlington, TX Fire Department	Wrote job analysis technical report for the ranks of Lieutenant and Captain.	2016
Montgomery County, MD Police Department	Wrote job analysis technical report for the rank of Captain.	2016
Chattanooga, TN Police Department	Wrote job analysis technical report for the ranks of Sergeant, Lieutenant, and Captain	2016
Chattanooga, TN Police Department	Developed Sergeant, Lieutenant, and Captain assessment center exercises and administered assessment centers.	2016
Moline, IL Police Department	Developed and administered Captain assessment center.	2016
Lakewood, CO Police Department	Conducted Police Officer Structured Oral Interview assessor training.	2016
Los Alamos, NM Police Department	Developed Sergeant assessment center exercises and administered assessment center.	2016
Des Plaines, IL Fire Department	Developed Lieutenant assessment center exercises.	2016
Norwalk, CT Fire Department	Developed and administered firefighter structured oral interview.	2016
Providence, RI Police Department	Conducted assessor training for entry level SOI.	2016
Savannah-Chatham, GA Metropolitan Police Department	Developed Sergeant assessment center exercises and administered assessment center.	2016
Cook County, IL Sheriff's Office	Conducted job analysis interviews for the ranks of Corrections Sergeant and Lieutenant, Court Services Sergeant and Lieutenant, and Sheriff's Police Officer, Sergeant, and Lieutenant.	2015
Springfield, MO Police Department	Developed Sergeant assessment center exercises and administered assessment center.	2015

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Montgomery County, MD Fire and Rescue Service	Developed Captain assessment center exercises and administered assessment center.	2015
Des Plaines, IL Police Department	Developed Sergeant assessment center exercises and administered assessment center.	2015
Bridgeport, CT Police Department	Conducted job analysis for Captain. Developed assessment center exercises and administered assessment center.	2015
Illinois State Police	Developed Lieutenant and Captain assessment center exercises and administered assessment center.	2015
Gwinnett County, GA Sheriff's Department	Conducted job analysis interviews and wrote technical report for the ranks of Corporal, Sergeant and Lieutenant.	2015

Publications:

- Berry, C. M., Barratt, C. L., **Dovalina, C. L.**, & Zhao, P. (2014). Can racial/ethnic subgroup criterion-to-test standard deviation ratios account for the conflicting differential validity and differential prediction evidence for cognitive ability tests? *Journal of Occupational and Organizational Psychology, 87,* 208 – 220. doi:10.1111/joop.12036

Conference Presentations:

- Asenuga, O. A., **Dovalina, C. L**., & Berry, C. M. (2014, May). *Other-Ratings of Counterproductive Work Behaviors: A Meta-analysis.* Poster presented at the 2014 annual conference of the Society for Industrial and Organizational Psychology, Honolulu, HI.
- Barratt, C. L., **Dovalina, C. L.**, Zhao, P., Lomeli, L., & Berry, C. M. (2013, April). *Frequency versus time-lost: Not proxies for voluntary and involuntary absence.* Poster presented at the 2013 annual conference of the Society for Industrial and Organizational Psychology, Houston, TX.
- **Dovalina, C. L.**, Berry, C. M., & Sackett, P. R. (2013, April*). Self-efficacy: Incremental validity beyond ability and implications for differential prediction.* Poster presented at the 2013 annual conference of the Society for Industrial and Organizational Psychology, Houston, TX.
- Barratt, C. L., **Dovalina, C. L.**, Zhao, P., & Berry, C. M. (2012, April). *Effects of subgroups' variances on cognitive ability test differential validity.* Poster presented at the annual meeting of the Society for Industrial and Organizational Psychology, San Diego, CA.
- **Dovalina, C. L.** & Berry, C. M. (2012, April). *Race differences in within-persons grade variability.* Poster presented at the annual meeting of the Society for Industrial and Organizational Psychology, San Diego, CA.

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Samantha Gleaves, M.A.
Assessment Consultant

Background Statement:

Samantha joined IOS in 2015. Ms. Gleaves has experience in developing, validating and administering assessment centers and promotional job knowledge written exams. Ms. Gleaves communicates well with clients throughout all phases of the projects she manages. She also has a great deal of experience in ensuring the logistics for assessment centers and job knowledge written examinations are managed well.

Education:

Roosevelt University
M.A. in Industrial/Organizational Psychology (2016)

North Central College
B.A. in Psychology (2014)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2019-Present **Assessment Consultant, I/O Solutions, Inc.**

- Develops, validates, and implements all components of promotional processes.
- Coordinates with clients and other vendors any and all logistics related to the administration of promotional processes (i.e., securing facility space).
- Manages and conducts job analyses.
- Develops and administers assessment center exercises.
- Manages job knowledge written examinations.
- Uses SPSS and Excel to analyze data gathered from written examinations and assessment centers.
- Develops technical reports for all phases of assessment processes.
- Communicates with clients to ensure all aspects of the process are complete and meet their requirements.

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2018-2019 **Senior Assessment Specialist, I/O Solutions, Inc.**

- Worked closely with the Vice President of Consulting Services to develop, validate, and implement all components of promotional processes for large public safety clients.
- Managed and conducted job analyses.
- Developed and administered assessment center exercises.
- Managed job knowledge written examinations.
- Used SPSS and Excel to analyze data gathered from written examinations and assessment centers.
- Developed technical reports for all phases of assessment processes.
- Communicated with clients to ensure all aspects of the process are complete and meet their requirements.

2016-2018 **Assessment Specialist, I/O Solutions, Inc.**

- Worked directly with consultants and consulting managers to develop, validate and implement assessment centers for jobs in the public safety industry.
- Managed and conducted job analyses.
- Developed and administered assessment center exercises.
- Managed job knowledge written examinations.
- Used SPSS and Excel to analyze data gathered from written examinations and assessment centers.
- Developed technical reports for all phases of assessment processes.
- Communicated with clients to ensure all aspects of the process are complete and meet their requirements.

2015-2016 **Consulting Assistant, I/O Solutions, Inc.**

- Worked with consultants to provide support for all phases of promotional processes.
- Proof read, printed, and assembled all assessment-related documents to prepare for the administration of assessment processes.
- Assisted in the administration of job knowledge written examinations and assessment centers.
- Entered data and compiled feedback reports for assessment candidates after the administration of the promotional process.

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Summary of Selection Projects:

Client	Project Description	Timeframe
Miami Beach, FL Police Department	Job analysis for the ranks of Sergeant and Lieutenant.	2020
Springfield, MO Police Department	Development of written examination and assessment centers for the ranks of Corporal and Lieutenant.	2020
Mississippi State Highway Patrol	Development and administration of written examination, assessment center and internal interview for the rank of Master Sergeant.	2020
Pittsburgh Bureau of Police	Development and administration of written examination and assessment center for the rank of Sergeant.	2020
Buffalo, NY Police Department	Development and administration of written examinations and assessment centers for the ranks of Detective, Detective Sergeant, Lieutenant and Captain	2019
Springfield, MO Police Department	Administration of assessment center for the rank of Sergeant.	2019
Chicago Fire Department	Job analysis and development of written examination and assessment center for the rank of Battalion Chief.	2019
Milwaukee Fire Department	Development of written examinations and assessment centers for the ranks of Lieutenant and Captain.	2019
Edmond, OK Fire Department	Development of written examinations for the ranks of Lieutenant, Training Captain, and EMS Captain.	2019
Minneapolis Police Department	Development of assessment center for the rank of Lieutenant.	2019
Montgomery County, MD Police Department	Administration of assessment center for the rank of Sergeant.	2019
Tulsa Police Department	Administration of assessment center for the rank of Sergeant.	2019
San Antonio Police Department	Assisted in the administration of the assessment center for the rank of Lieutenant.	2019
Mississippi State Highway Patrol	Development and administration of assessment center and internal interview for the rank of Master Sergeant.	2019
Austin Police Department	Development and administration of assessment centers for the ranks of Sergeant, Lieutenant and Commander.	2019
Tulsa Police Department	Administration of assessment center for the rank of Corporal.	2018
Orland Park Fire Prevention District	Administration of driving practical assessment for the rank of Lieutenant.	2018
Mississippi State Highway Patrol	Administration of assessment center for the rank of Master Sergeant.	2018
Minneapolis Police Department	Development and administration of written examination for the rank of Sergeant. Development of assessment center for the rank of Sergeant.	2018

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Indianapolis Fire Department	Administration of written examination and assessment center for the ranks of Lieutenant, Captain, and Battalion Chief.	2018
Pittsburgh Bureau of Police	Development and administration of written examination and assessment center for the rank of Sergeant.	2018
Arlington Heights Fire Department	Development and administration of written examination and assessment center for the rank of Lieutenant.	2018
Indianapolis Metropolitan Police Department	Development of written examinations and assessment centers for the ranks of Sergeant, Lieutenant, and Captain.	2018
San Diego Police Department	Development and administration of written examinations and assessment centers for the ranks of Police Officer III, Detective, Sergeant, and Lieutenant.	2018
Atlanta Police Department	Development and administration of written examinations and assessment centers for the ranks of Sergeant and Lieutenant.	2018
Houston Police Department	Development and administration of written examinations and assessment centers for the ranks of Sergeant, Lieutenant, and Captain.	2018
Edmond, OK Fire Department	Development of a written examination for the rank of Fire Prevention Captain.	2018
Miami, FL Police Department	Development of assessment center exercises for the Lieutenant promotional process. Assisted in the administration of the assessment center.	2017
Buffalo, NY Police Department	Job analysis, written examinations, and assessment centers for the ranks of Detective, Detective Sergeant, Lieutenant, Captain and Inspector.	2017
Cincinnati, OH Police Department	Assessment center administration for the rank of Captain.	2017
Garwood, NJ Police Department	Development of written examination for the rank of Sergeant.	2017
East Brunswick, NJ Police Department	Development of written examination for the rank of Sergeant.	2017
Greeley, CO Fire Department	Development of written exam and written exercise for the rank of Lieutenant.	2017
Arvada Fire Protection District	Development and administration of assessment center for the rank of Paramedic.	2017
Houston Police Department	Development and administration of written examinations and assessment centers for the ranks of Sergeant, Lieutenant, and Captain.	2016
Atlanta Police Department	Administration of written examinations for the ranks of Sergeant and Lieutenant.	2016
Dallas, TX Police Department	Job analysis interviews and questionnaires for the ranks of Sergeant and Lieutenant.	2016

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New Jersey Transit Police Department	Development of written examinations for the ranks of Sergeant and Lieutenant.	2016
Portland, ME Fire Department	Development of written examinations for the ranks of Lieutenant and Captain.	2016
Wooster, OH Police Department	Development of a written examination for the rank of Sergeant.	2016
Edmond, OK Fire Department	Development of a bank of structured oral interview questions for the rank of Deputy Chief of Operations	2016

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Madison Sayler, M.A.
Assessment Consultant

Background Statement:

Madison Sayler is a consultant at Industrial/Organizational Solutions, Inc., a personnel and human resources consulting firm that specializes in testing and assessment. Madison has experience with job analysis, the development, validation, and administration of job knowledge examinations and assessment centers, and project management.

Education:

Roosevelt University – Chicago, IL
Doctor of Philosophy: Industrial/Organizational Psychology (Expected December, 2020)
Dissertation: The Right Fit: The Influence of Person-Environment Fit, Frustration, and Reactance on Counterproductive Work Behaviors

Roosevelt University – Chicago, IL
Master of Arts: Industrial/Organizational Psychology (2018)

Nebraska Wesleyan University – Lincoln, NE
Bachelor of Science: Psychology (2012)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2020 to Present — Industrial/Organizational Solutions, Inc.
Consultant

- Consults with public safety agencies to develop, validate, and defend promotional testing and assessment systems.
- Conducts job analysis (interviews and observations) to identify the essential knowledge, skills, abilities, and other characteristics necessary for performance.
- Provides best-practice training to public safety agencies, human resources, and civil service personnel.
- Develops technical reports for processes by documenting all aspects of the process and validation evidence to support assessments.

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2018 to 2020 Chicago Transit Authority
Talent Assessment and Analytics Specialist

- Served as internal consultant to departments across the Authority to identify their talent needs; create and deliver valid, effective, and legally defensible selection plans.
- Conducted job analyses, developed test and interview content, wrote technical reports and delivered results to clients.
- Relied on psychometric expertise to develop custom assessments, set cut scores and conduct adverse impact analyses.
- Applied strong verbal presentation, collaboration, and interpersonal skills to create and deliver presentations using non-technical language, to meet clients' needs.
- Successfully managed and met goals for multiple large scale projects.

Summary of Selection Projects:

Client	Project Description	Timeframe
Broken Arrow Fire Department – Broken Arrow, OK	Assisted with administration of the assessment center for the rank of Lieutenant.	2020
DC Fire and Emergency Medical Services – Washington, DC.	Assisted with administration of the assessment center for the ranks of Sergeant, Lieutenant, and Captain.	2020
Montgomery County Sherriff's Office, Montgomery County, MD	Assisted with development and administration of the assessment center for the ranks of Sergeant and Lieutenant.	2020

Publications and Presentations:

- Paul, Elisabeth, **Sayler, M.,** Kampe, R., Hamilton, J. P., (May, 2019). T66. Functional Connectivity Between Extrastriate Body Area and Default-Mode Network Predicts Depersonalization Symptoms in Major Depression: Findings from a Multi-Network Comparison. Poster presented at the 74th Annual Meeting the Society of Biological Psychiatry, Chicago, IL.
- Paul, Elisabeth, **Sayler, M.,** Kampe, R., Hamilton, J. P., (March, 2019). Functional Connectivity Between Extrastriate Body Area and Default Mode Network Predicts Depersonalization Symptoms in Major Depression: Findings from an A Priori Specified Multinetwork Comparison. *Biological Psychiatry: Cognitive Neuroscience and Neuroimaging*.
- Bergamino, M., **Sayler, M.,** Yeh, H-W., Hamilton, J. P., (June, 2017). Statistical Differences in The White Matter Tracts in Subjects with Depression by Using Different Skeletonized Voxel-Wise Analysis Approaches and DTI Fitting Procedures. *Brain Research*.
- Bergamino, M., Pasternak, O., **Sayler, M.,** Hamilton, J. P., (November, 2015). Applying A Free-Water Correction to Diffusion Imaging Data Uncovers Stress-Related Neural Pathology in Depression. *NeuroImage: Clinical.*

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- Hamilton, J. P., **Sayler, M.,** Fogelman, P., Gotlib, I., (February, 2015). Depressive Rumination, the Default-Mode Network, and the Dark Matter of Clinical Neuroscience. *Biological Psychiatry.*
- Driver, D., Gogtay, N., Greenstein, D., Gochman, P. A., **Sayler, M**., Rapoport, J., (October, 2013). Premorbid Impairments in Childhood-Onset Schizophrenia. Paper presented at the 60th Annual Meeting of American Academy of Child and Adolescent Psychiatry, Orlando, FL.
- Driver, D., Greenstein, D., **Sayler, M**., Rapoport, J., Gogtay, N., (April, 2013). Premorbid Speech/Language, Motor, Academic and Social Impairments in Childhood-Onset Schizophrenia. Paper presented at the 68th Annual Scientific Meeting of the Society of Biological Psychiatry, San Francisco, CA.

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Veronica Jenssen, M.A.
Senior Assessment Specialist

Background Statement:

Veronica joined IOS in 2016. She is familiar with best practices in selection test development and validation. Her areas of expertise include, job analyses, data analysis, development of job knowledge exams and assessment center exercises, validation of selection processes, and technical report writing.

Education:

University of Tulsa
M.A. in Industrial/Organizational Psychology (2016)

Colorado State University
B.S. in Psychology with a concentration in Industrial/Organizational Psychology (2013)

Colorado State University
B.A. in Journalism/Technical Writing with a concentration in Public Relations (2013)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2016-Present **Assessment Specialist, I/O Solutions, Inc.**

- Work directly with consultants to develop, validate and implement assessment centers for jobs in the public safety industry.
- Collaborate with others to conduct job analyses
- Develop structured oral interviews
- Use SPSS and Excel to analyze data gathered from job analyses and assessment centers
- Implement and maintain test security on site at assessment centers
- Develop and edit technical reports
- Work with clients to development job-knowledge exams

2014-2016 **International Research Intern, Hogan Assessment Systems**

- Assemble and maintain item translations, equivalence analyses and international norms for Hogan's personality assessments
- Conduct job analyses for clients

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- Write and edit abstracts, short technical reports, and long technical reports documenting the evidence and recommendations for selection processes for international clients
- Establish customized personality scale cut-scores for international client's selection solutions based on criterion-related validation evidence and validity generalization evidence
- Aid research consultants in preparation and presentation of study results to clients

Summary of Selection Projects:

Client	Project Description	Timeframe
Buffalo, NY Fire Department	Compilation of promotional process technical report for the rank of Captain	2020
Monroe County, NY Sheriff's Office	Development of Court Security Sergeant assessment center	2020
Carrollton, TX Fire Department	Development of written exams for various ranks	2019-2020
Clarksville, TN Police Department	Development of annual promotional process for Captain, Lieutenant, and Sergeant rank	2019 - 2020
Davenport, IA Police and Fire	Development of written exams for Sergeant and Corporal (police) and fire engineer	2019 - 2020
New Jersey Chiefs of Police	Development of written exams for various New Jersey Departments	2019-2020
Roanoke County, VA Police Department	Development of Police Officer II and Sergeant written examination	2016 - 2020
Greeley, CO Fire Department	Development of Battalion Chief written assessment	2019
Monroe County, NY Sheriff's Office	Development of Investigator Sergeant assessment center	2019
Racine, WI Police Department	Development of lieutenant assessment center	2019
Broken Arrow Fire Department	Development of captain assessment center	2019
Bridgeport, CT Police Department	Compilation of promotional process technical report for the rank of sergeant	2019
Montgomery County, OH Sheriff's Office	Development of written exam for Sergeant Rank	2018-2019
Pueblo, CO Police Department	Development of Lieutenant and Sergeant written examination	2017 - 2019

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Rockford, IL Police Department	Development of Sergeant and Police Investigator written examination	2017 - 2019
Indianapolis, IN Fire Department	Compilation of promotional process technical report for the ranks of Lieutenant, Captain, and Battalion Chief	2018
Broken Arrow, OK Fire Department	Job analysis for the ranks of captain and battalion chief	2018
Illinois State Police	Development of the Master Sergeant SOI exercise	2018
Guilford County, NC Police Department	Development of the Sworn Sergeant SOI exercise	2018
Mississippi Highway Safety Patrol	Compilation of Technical Report for the Ranks of Master Sergeant, Lieutenant and Captain	2018
Warwick, RI County Police Department	Development of Lieutenant and Captain written examination	2016 - 2018
Council Bluffs, IA Fire Department	Development of Fire Engineer and Fire Marshal written examination	2017 - 2018
Illinois State Police	Compilation of Technical Report for the Ranks of Trooper, Sergeant & Master Sergeant, and Lieutenant and Captain	2016 - 2018
Providence, RI Police Department	Development of Lieutenant written examination	2017
Cranston, RI Police Department	Development of Captain and Lieutenant written examination	2017
Tri-Lakes Monument Fire Department	Development of Lieutenant written examination	2017
San Francisco Fire Department	Compilation of Technical Report for the rank of Battalion Chief	2017
Omaha, NE Police Department	Development of structured oral interview questions for the rank of Sergeant	2017
San Francisco Police Department	Compilation of Technical Report for the rank of Lieutenant	2016-2017
Los Alamos Fire Department	Development of Structured Oral Interview for Fire Captain and Battalion Chief	2016

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Nick Jochim, M.A.
Assessment Specialist

Background Statement:

Nick Jochim joined IOS in February of 2018. He completed his Master's Degree in Industrial/Organizational Psychology from Elmhurst College in May 2019. Nick Jochim has experience with job analysis, test development and validation, assessment administration and recruitment.

Education:

Elmhurst College
M.A. in Industrial/Organizational Psychology (2019)

Elmhurst College
B.A. in Psychology (2017)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2019-Present — **Assessment Specialist, I/O Solutions, Inc.**

- Works directly with consultants and consulting managers to develop, validate and implement promotional processes for public safety clients.
- Facilitates item review meetings with clients
- Manages and conducts job analyses to gather information about position(s) of interest
- Manages written exam projects
- Uses SPSS and Excel to generate results for various reports

2018-2019 — **Consulting Coordinator, I/O Solutions, Inc.**

- Manages recruitment of assessors for I/O Solutions' assessment processes
- Coordinates with assessors on travel arrangements, expenses and logistics
- Reviews and proofs documents related to assessments
- Print and prepare assessment and testing materials

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Summary of Selection Projects:

Client	Project Description	Timeframe
Tulsa, OK	Developed and administered an assessment center for the rank of Fire Deputy Chief	2020
San Antonio, TX	Developed a written examination for the rank of Police Sergeant.	2020
Colorado State Patrol	Developed and administered an assessment center for the rank of Major	2020
Tulsa, OK	Developed and administered an assessment center for the rank of Police Major.	2019
Tulsa, OK	Developed and administered an assessment center for the rank of Police Captain.	2019
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Corporal.	2019
Tulsa, OK	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2019
Tulsa, OK	Developed a written examination for the rank of Fire Equipment Operator.	2019
St. Paul, MN	Developed and administered written examination and assessment center for the rank of Police Sergeant.	2019
Forsyth County, GA	Developed and administered written examination and assessment center for the rank of Battalion Chief.	2019
Forsyth County, GA	Developed and administered written examination and practical assessment for the rank of Fire Apparatus Operator.	2019
Colorado State Patrol	Developed and administered an assessment center for the rank of Captain	2019
Guilford County Sheriff's Office	Conducted job analysis for the ranks of Detention Sergeant, Detention Lieutenant, Sworn Sergeant, and Sworn Lieutenant. Developed written examinations for the ranks of Sworn Sergeant and Detention Sergeant. Developed assessment centers for the ranks of Detention Sergeant and Detention Lieutenant	2018
San Antonio, TX	Developed a written examination for the rank of Police Sergeant and Captain.	2018
Pinellas County Sheriff's Office, FL	Developed written examination for the ranks of Sergeant (Law Enforcement Office and Department of Corrections)	2018

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Haley Kilbride, M.A.
Assessment Specialist

Background Statement:

Haley joined IOS in 2017. She obtained her Master's Degree in Industrial/Organizational Psychology from Elmhurst College. Haley has experience in the job analysis process and item writing. She also is experienced in developing, validating and administering assessment centers and job knowledge exams.

Education:

Elmhurst College
Master of Arts: Industrial/Organizational Psychology (2019)

North Central College
Bachelor of Science, Human Resource Management (2017)
Minor in Psychology and Spanish

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

May 2019 to Present **Assessment Specialist, I/O Solutions, Inc.**

- Works with department subject matter experts to develop assessment content
- Works directly with consultants and consulting managers to develop, validate and implement assessment centers for jobs in the public safety industry.
- Facilitates item review meetings with clients
- Travels to various client locations throughout the US to assist with assessment center administration
- Communicated with clients and third party vendors to ensure all aspects of the process are complete and meet their requirements.
- Manages and conducts job analyses to gather information about position(s) of interest
- Manages written exam projects independently
- Administers exams/assessments and analyzes resulting data
- Uses SPSS and Excel to generate results for various reports

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- Develops documents for promotional testing and recordkeeping (e.g., administrative documents, technical reports, responses to exam appeals, etc.)

2017 to May 2019 **Consulting Assistant, I/O Solutions, Inc.**

- Worked with consultants to provide support for all phases of promotional processes.
- Proof read, printed, and assembled all assessment-related documents to prepare for the administration of assessment processes.
- Assisted in the administration of job knowledge written examinations and assessment centers.
- Entered data and compiled feedback reports for assessment candidates after the administration of the promotional process.

Summary of Selection Projects:

Client	Project Description	Timeframe
Atlanta Police Department	Written examination and assessment center development, validation, administration and scoring for the ranks of Sergeant and Lieutenant.	2020
San Diego Police Department	Written examination and assessment center development, validation, administration and scoring for the ranks of Sergeant, Lieutenant, Detective and Police Officer III.	2020
Chicago, IL Fire Department	Written examination scoring and analysis and assessment center development for the rank of Battalion Chief.	2019
Bellevue, NE Fire Department	Development of written examination for the ranks of Fire Captain and Battalion Chief	2019
Baltimore, MA Police Department	Conducted a job analysis for the ranks of Sergeant and Lieutenant. Developed and administered assessment center for the rank of Lieutenant.	2019
Shelby County Sheriff's Office	Developed and administered assessment center for the rank of Captain.	2019
Detroit, MI Police Department	Administration of assessment center for the rank of Detective.	2019
Harris County, TX Sheriff's Office	Administration of assessment center for the rank of Captain	2019
Raleigh, NC Police Department	Development and management of written examination for the ranks of Sergeant and Detective. Development and management of the assessment center for the ranks of Sergeant, Lieutenant, and Detective	2019

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Milwaukee, WI Fire Department	Development and administration of assessment center for the ranks of Captain and Lieutenant.	2019
Buffalo, NY Police Department	Written examination validation and assessment center development for the ranks of Detective, Detective Sergeant, Lieutenant, and Captain.	2019
San Francisco, CA Fire Department	Job analysis and assessment center development and validation for the rank of Lieutenant.	2019
Buffalo, NY Police Department	Development of assessment centers for the ranks of Detective, Detective Sergeant, Lieutenant and Captain	2019
Chicago Fire Department	Development of written examination and assessment center for the rank of Battalion Chief.	2019
Austin Police Department	Development of assessment centers for the ranks of Sergeant, Lieutenant and Commander.	2019
Cincinnati, OH Fire Department	Administration of assessment center for the rank of Fire Captain.	2019
Monroe County Sheriff's Office	Developed assessment centers for the rank of Road Lieutenant and Jail Sergeant.	2018
City of Roswell, Georgia	Developed the written examination and assessment center for the rank of Police Sergeant and an assessment center for the rank of Police Lieutenant.	2018
Atlanta Police Department	Development and administration of written examinations and assessment centers for the ranks of Sergeant and Lieutenant. Development of candidate feedback reports.	2018
Houston Police Department	Administration of assessment center for the rank of Lieutenant.	2018
IL State Police Merit Board	Conducted job analysis interviews for the ranks of Sergeant and Master Sergeant. Development of candidate feedback reports.	2018
Shelby County Sheriff's Office	Conducted a job analysis and pay study for the Criminal Analyst position.	2018
Minneapolis, MN Police Department	Administration of assessment center for the rank of Sergeant.	2018
Indianapolis, IN Fire Department	Administration of assessment center for the ranks of Fire Lieutenant, Captain, and Battalion Chief.	2018
Cobb County, GA	Developed and administered assessment center for the rank of Fire Captain.	2017
Cook County Sheriff's Office Merit Board	Written examination development for court services Sergeant and Lieutenant and correctional division Sergeant, and Lieutenant.	2017

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Jacob Wolfarth, M.S.
Assessment Specialist

Background Statement:

Jacob Wolfarth joined IOS in January of 2019. In his graduate studies and professional career, Mr. Wolfarth has primarily focused on assessment and selection, especially as it relates to public safety. Mr. Wolfarth has experience with job analysis, test development and validation, assessment administration, adverse impact analysis, and technical report writing.

Education:

Indiana University – Purdue University of Indianapolis
M.S. in Industrial/Organizational Psychology (2018)

Butler University
B.A. in Music (2016)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2019-Present **Assessment Specialist, I/O Solutions, Inc.**

- Works closely with Dr. Brian Marentette, a Manager of Consulting Services, to develop, validate, and implement all components of promotional processes for large public safety clients.
- Manages and conducts job analyses.
- Develops and administers assessment center exercises.
- Uses SPSS, R, and Excel to analyze data gathered from written examinations and assessment centers.
- Develops technical reports for all phases of assessment processes.

July-September, 2018 **Research Consultant, TechPoint**

- Worked closely with the CEO and the Director of Talent to design and execute a job analysis project
- Led the execution of the Jobs in Tech Project, one of the first projects to synthesize jobs in technology, outlining the necessary tasks and KSA's to succeed

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Summary of Selection Projects:

Mr. Wolfarth has a wealth of experience providing selection consulting services to a diverse listing of state, municipal and county public safety agencies. Following is a partial list of the jobs that Mr. Wolfarth has been involved with in the past year.

Client	Project Description	Timeframe
Dallas Fire Department	Assessment center for the rank of Lieutenant	2020
Portland Fire Department	Job analysis, written exam, and assessment center for the rank of Lieutenant	2020
Grand Rapids Police Department	Assessment center for the ranks of Sergeant, Lieutenant, and Captain	2020
Ann Arbor Police Department	Assessment center for the ranks of Sergeant and Lieutenant	2020
Chattanooga Fire Department	Assessment center for the ranks of Battalion Chief, Captain, and Lieutenant	2019
Moline Fire Department	Assessment center for the rank of Captain	2019
Gwinnett County Fire Department	Assessment center for the rank of Lieutenant	2019
Chattanooga Police Department	Assessment center for the ranks of Sergeant and Lieutenant	2019
Montgomery County Fire and Rescue Service	Assessment center for the ranks of Captain and Battalion Chief	2019
Dallas Fire Department	Assessment center for the ranks of Battalion Chief and Captain	2019
Ann Arbor Police Department	Assessment center for the ranks of Sergeant and Lieutenant	2019
Detroit Police Department	Structured oral interview and written examination for the ranks of Sergeant, Detective, and Lieutenant	2019
Grand Rapids Police Department	Assessment center for the ranks of Sergeant, Lieutenant, and Captain	2019
Portland Fire Department	Job analysis and assessment center for the rank of Captain	2019
Cobb County Sheriff's Office	Assessment center for the ranks of Sergeant and Lieutenant	2019
Virginia Beach Police Department	Assessment center for the rank of Sergeant.	2019
Columbia Police Department	Job analysis for the ranks of Corporal, Sergeant, and Lieutenant.	2019

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Harry Vuong, M.A.
Senior Consulting Coordinator

Background Statement:

Harry joined IOS in 2017. Mr. Vuong has experience in recruiting assessors and coordinating their travel, expenses, and logistics for assessment centers. Mr. Vuong also has experience in administering assessment centers and promotional job knowledge written exams. Mr. Vuong communicates well with project managers and assessors throughout all phases of the projects he is part of.

Education:

The Chicago School of Professional Psychology
M.A. in Industrial/Organizational Psychology (2013)

Loyola University Chicago
B.A. in Psychology (2009)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2019-Present **Senior Consulting Coordinator, I/O Solutions, Inc.**

- Manage recruitment of assessors (raters) for I/O Solutions' assessment processes for external clients.
- Coordinate with assessors on travel arrangements, expenses and logistics.
- Review and proof documents related to assessments.
- Create/modify administrative materials related to assessment administration.
- Print and prepare assessment and testing materials.
- Travel and assist with administration of on-site assessment center coordination and activities.
- Assist with entering and proofing critical assessment data.

2017-2019 **Consulting Coordinator, I/O Solutions, Inc.**

- Manage recruitment of assessors (raters) for I/O Solutions' assessment processes for external clients.

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- Coordinate with assessors on travel arrangements, expenses and logistics.
- Review and proof documents related to assessments.
- Create/modify administrative materials related to assessment administration.
- Print and prepare assessment and testing materials.
- Travel and assist with administration of on-site assessment center coordination and activities.
- Assist with entering and proofing critical assessment data

Summary of Selection Projects:

Client	Project Description	Timeframe
Albuquerque Police Department	Manage the recruitment and coordination of assessors of an Assessment Centers for the rank of Lieutenant. Assisted in administration of the assessment center.	2019
San Diego Fire-Rescue Department	Manage the recruitment and coordination of assessors for an USERRA Assessment Centers for the rank of Battalion Chief.	2019
Ann Arbor Police Department	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Sergeant and Lieutenant. Assisted in administration of both assessment centers.	2019
Dallas Fire-Rescue Department	Manage the recruitment and coordination of assessors for an Assessment Centers for the rank of Captain.	2019
Columbus Fire & Emergency Medical Services	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Sergeant, Lieutenant, Captain, and Battalion Chief. Assisted in administration of both assessment centers.	2019
Detroit, MI Police Department	Manage the recruitment and coordination of assessors for an Assessment Center for the ranks of detective, sergeant, and lieutenant. Assisted in administration of the assessment center.	2019
Tuscaloosa, AL Fire Rescue Service	Administration of a Practical exam for the rank of Fire Apparatus Operator.	2019
Metropolitan Nashville Police Department	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Sergeant and Lieutenant.	2019
Grand Rapids Police Department	Manage the recruitment and coordination of assessors for Assessment Centers for the rank of Sergeant, Lieutenant, Captain. Assisted in administration of assessment center.	2019
Forsyth County, GA Fire Department	Administration of assessment center for the rank of Lieutenant.	2019
Albuquerque Fire Rescue	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Captain and Battalion Chief. Assisted in administration of both assessment centers.	2018
Albuquerque Police Department	Manage the recruitment and coordination of assessors for three Assessment Centers for the rank of Sergeant (2) and Lieutenant. Assisted in administration of all three assessment centers.	2018
San Diego Fire-Rescue Department	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Captain and Battalion Chief. Assisted in administration of both assessment centers.	2018

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Ann Arbor Police Department	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Sergeant and Lieutenant. Assisted in administration of both assessment centers.	2018
Dallas Fire-Rescue Department	Manage the recruitment and coordination of assessors for three Assessment Centers for the rank of Section Chief, Captain, and Lieutenant.	2018
Buffalo Fire Department	Manage the recruitment and coordination of assessors for three Assessment Centers for the rank of Battalion Chief, Captain, and Lieutenant. Assisted in administration of assessment centers.	2017
Grand Rapids Police Department	Manage the recruitment and coordination of assessors for Assessment Centers for the rank of Sergeant, Lieutenant, Captain. Assisted in administration of assessment center.	2017
Broken Arrow, OK Fire Department	Manage the recruitment and coordination of assessors for an Assessment Center for the rank of EMS Training Major.	2017
Dallas Fire-Rescue Department	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Captain and Lieutenant. Assisted in administration of assessment center.	2017
Dallas Police Department	Manage the recruitment and coordination of assessors for an Assessment Center for the rank of Sergeant.	2017
Metropolitan Nashville Police Department	Manage the recruitment and coordination of assessors for three Assessment Centers for the rank of Captain, Lieutenant, and Sergeant.	2017
Columbus, GA Fire & EMS	Manage the recruitment and coordination of assessors for four Assessment Centers for the rank of Battalion Chief, Captain, Lieutenant, and Sergeant.	2017
Indianapolis Metropolitan Police Department	Job analysis interviews for the ranks of Sergeant and Lieutenant.	2017
Albuquerque Police Department	Manage the recruitment and coordination of assessors for two Assessment Centers for the rank of Sergeant and Lieutenant. Assisted in administration of assessment centers.	2017
Baltimore City Fire Department	Manage the recruitment and coordination of assessors for three Assessment Centers for the rank of EMS Battalion Chief, EMS Captain, and EMS Lieutenant.	2017

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Robert W. Szarek, M.A.
Consultant/Sr. Researcher, Testing Services

Background Statement:

Robert has worked in the Research & Development (also known as *Testing Services*) department of IOS since obtaining his Master's Degree in Industrial-Organizational Psychology from Elmhurst College in 2012. Over the course of his tenure at IOS, Robert engaged in numerous client projects leveraging skills in statistical analyses to aid in test customization, validation and technical report composition. Of particular interest to Robert is the development and advancement of job analysis related techniques, including researching innovative ways to analyze and present job analysis data to clients. Most recently, Robert has undertaken additional internal projects related to the development of feedback reports for candidates testing for various agencies, in addition to the development of customized scoring dashboards for real time data analytics. Robert also engages in the internal development of new off the shelf examinations and products. Some specific areas of statistical analyses that Robert has previously engaged in with clients on a statewide and municipal level include:

- Adverse impact analysis
- Statistical significance testing
- Criterion-related validation
- Content-validation (CVR implementation, Angoff calculation, SME review sessions)
- Cut score analysis & defensibility
- Classical test theory item-analysis
- Legal issues in personnel selection
- Differential item functioning (DIF)
- Validity Transportation

Robert also possesses a keen interest in the following areas of the field:

- Open Source "R" Software (Packages: ggplot2, tidyverse, haven, xlsx, dplyr, psych, shiny)
- Introductory Python skills
- SPSS Syntax Script Writing
- Structured Oral interview (SOI) development, implementation and scoring

Education:

Elmhurst College, Elmhurst, IL
Master of Arts, Industrial-Organizational Psychology (Graduated in 2012)

Northeastern Illinois University, Chicago, IL
Bachelor of Science, Psychology (Graduated in 2010)
Minor: Philosophy

Professional Experience:

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June 2017 to Present Industrial/Organizational Solutions, Inc. (IOS)
Consultant/ Sr. Researcher, Testing Services

2012 to June 2017 Industrial/Organizational Solutions, Inc. (IOS)
Research Analyst, Testing Services

Summary of Selection Projects:

Client	Project Description	Timeframe
Washington State Patrol	Exam validation with entry level troopers	2017
Peoria, IL	Administration and on-site scoring of entry level police officer examination	2016 - Current
College of DuPage	Online Consortium testing for entry level firefighters	2016 - Current
Cincinnati, OH	Entry level firefighter and police officer testing and scoring	2017 - Current
Dallas, TX	Job analysis study of four promotional ranks in the police department	2016 - 2017
Houston, TX	On site scoring of promotional police testing processes	2016
Kalamazoo, MI	Entry Level Candidate Training Sessions	2016 - Current
Rhode Island State Police	Written Examination Scoring, and Structured Oral Interview development, scoring	2017 - Current
Milwaukee, WI	Entry Level Firefighter Written Examination scoring and Structured Oral Interview development, administration and scoring	2017 - Current
Charleston, SC	Structured Oral Interview Training and Scoring	2017 - Current
Springfield, IL Police Department	Written Examination Scoring and Structured Oral Interview Development	2017 - Current
Springfield, IL Fire Department	Written Examination Scoring and Structured Oral Interview Development	2017 - Current
San Antonio, TX Fire Department	Development of entry-level written examination for 2,600 candidates participating in the 2016 SAFD examination process	2015 - Current
Montgomery County, DOCR	Development of video-based entry-level testing process	2019 - Current
Montgomery County, Maryland	Custom entry-level written examination and structured oral interview procedure for the fire department.	2016 - Current
New York Civil Service Commission	Engage in the analysis and technical report compilation of the statewide job analysis study performed in 2015.	2016 - Current
San Antonio, TX Police Department	Development of online entry-level written examination for the police department including standardization.	2015 - Current
Massachusetts Trial Court, MA	Compilation of technical report	2015-2016
St. Andrews, SC	Archival data analysis on all prior testing cycles to recommend revised procedures for employee selection.	2015

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New Jersey Civil Service Commission	Conducted statewide job analysis for firefighter position including: on-site interviews, observations, JAQ administration, analysis, and written exam field testing. Compiled all relevant technical documentation outlining scope of work performed.	2015 - Current
FDLE, Florida	Oversee the day to day operation of our online testing platform (PS3) for numerous testing campuses across the state.	2012 - Current
Illinois State Police (ISP)	Entry Level SOI Development. Overseeing of uploading promotional examinations to online testing system.	2014 - Current

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Alexa Bolwin, M.A.
Research Analyst, Testing Services

Background Statement:

Alexa joined IOS in October of 2015. She obtained her Master's Degree in Industrial/Organizational Psychology from Elmhurst College in 2016. As an analyst, Alexa often uses various statistical analyses to aid in test customization, validation, and technical report composition.

As an analyst, Alexa also frequently engages in the following employment testing processes:

- Job analysis
- Adverse impact analysis
- Statistical significance testing
- Criterion-related validation
- Content-validation (CVR implementation, Angoff calculation, SME review sessions)
- Classical test theory item-analysis
- Validity transportation
- Cut score analysis

Alexa also possesses an interest in the following areas of the field:

- Survey design and implementation
- Open source "R" software

Education:

Elmhurst College, Elmhurst, IL
Master of Arts, Industrial-Organizational Psychology (2016)

University of Illinois at Chicago, Chicago, IL
Bachelor of Arts, Psychology; Criminology, Law, & Justice (2014)

Professional Experience:

March 2019- Present	Industrial/Organizational Solutions, Inc. (IOS) Research Analyst
September 2016- March 2019	Industrial/Organizational Solutions, Inc. (IOS) Testing Services Coordinator
June 2016- September 2016	Industrial/Organizational Solutions, Inc. (IOS) Research Assistant

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October 2015-
June 2016

Industrial/Organizational Solutions, Inc. (IOS)
Consulting Assistant

Summary of Selection Projects:

Client	Project Description	Timeframe
Caledonia, WI Fire Department Gainesville, GA Fire Department Waterford, MI Fire Department Sylvania Township, OH Fire Department Dawson County, GA Fire Department North Port, AL Fire Department South Haven, MI Fire Department Monroe, OH Fire Department Pflugerville, TX Fire Department Pendleton, OR Fire Department Burton, OH Fire Department Fayetteville, AR Fire Department South Chicago Heights, IL Fire Department Anchorage, AK Police Department West Des Moines, IA Fire Department Sandusky, OH Police Department Milton, GA Fire Department LaGrange Park, IL Police Department	Oversaw local content validation survey administration, data analysis, and reporting for off-the-shelf promotional examinations.	2018-2020

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Milton, GA Fire Department DeSoto County, MS Police Department Mount Vernon, OH Police Department Princeton, IL Fire Department Gladstone, MO Fire Department North Branford, CT Police Department Topsfield, MA Fire Department Papillion, NE Police Department West University Place, TX Fire Department Florence, AL Fire Department Southaven, MS Police Department Clinton, IA Fire Department Dayton, VA Police Department Barboursville, WV Police Department Reading, PA Fire Department Clayton County, GA Fire Department Reading, PA (Fire EMS Fire Department) Robinson, IL Police Department Lebanon, OH Police Department Windsor Severance, CO Fire Rescue	Oversaw local content validation survey administration, data analysis, and reporting for off-the-shelf promotional examinations.	2018-2020

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Massachusetts Trial Court	Oversaw online examination registration for entry-level and promotional examination processes.	2017-2020
San Antonio Police and Fire Department	Assisted with writing custom cognitive ability items semi-annually.	2016-2020
New York State Department of Civil Service	Assisted with custom situation-based item writing process. Assisted with development of items measuring cognitive ability. Assisted with development of and managed the administration of an online performance evaluation tool. Assisted with validity transportation process for four entry-level positions in the State of New York; delivered online survey; analyzed survey results and compiled report.	2016-2019
Massachusetts Trial Court	Assisted with development of and administered online performance evaluation tool.	2019
Austin-Travis County EMS	Assisted with development of custom structured oral interview scenarios and criteria for Medic I Field and Medic I Communications positions.	2019
Creve Coeur, MO	Developed semi-custom examinations for the ranks of EMS Captain and Fire Captain.	2019
Sylvania Township, OH	Developed a semi-custom examination for the rank of Lieutenant.	2019
New Jersey State Association of Chiefs of Police	Developed statewide promotional examinations for the ranks of First Line Supervisor and Middle Manager.	2019
Public Safety Testing, WA	Conducted adverse impact analyses to examine potential disparate impact and subsequent risk for litigation pertaining to the agency's use of three entry-level examinations. Compiled technical report for analysis of each of the three examinations.	2016

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Taylor DeSantis, M.S.
Research Analyst, Testing Services

Background Statement:

Taylor joined IOS in July of 2019. He obtained his Master's Degree in Industrial/Organizational Psychology from Baruch College in 2017. As an analyst, Taylor often uses various statistical analyses to aid in test customization, validation, and technical report composition.

Education:

Baruch College, Weissman School of Arts and Sciences, New York, NY
Master of Science: Industrial/Organizational Psychology (2017)

University of Albany, Albany, NY
Bachelor of Arts, Psychology (2014)

Affiliations:

Society for Industrial/Organizational Psychology (SIOP)

Professional Experience:

2019 to Present — Industrial/Organizational Solutions, Inc.
Research Analysist

- Conducts job analysis (interviews and observations) to identify the essential knowledge, skills, and abilities and other characteristics necessary for performance
- Creates and administers surveys for validity transportation
- Runs adverse impact analyses
- Performs statistical significance testing
- Conducts criterion-related validation studies
- Analyzes validity transportation results

2017 to 2019 — Department of Citywide Administration Services
Tests and Measurement Specialist

- Conducted job analysis (interviews and observations) to identify the essential knowledge, skills, and abilities and other characteristics necessary for performance
- Oversight of item creation for multiple-choice tests, including item writing, revisions of material, test review and exam administration
- Created education and experience-based exams
- Determined merit of qualifications for education and experienced-based exams for initial exam and for protests

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- Oversaw test validation boards comprised of subject matter experts
- Headed research for the development of new multi-title test process

Summary of Selection Projects:

Client	Project Description	Timeframe
Fort Worth, TX Police Department	Job Analysis and & Validity Transportation process for entry-level Patrol Officer position. Managed the administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Provided written exam for ~600 candidates and delivered comprehensive adverse impact report of test outcomes.	2020
Peoria, IL Fire Department	Administration of entry-level fire fighter examination	2020
Greenville, SC Police Department	Job Analysis and & Validity Transportation process for entry-level Patrol Officer position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Developed custom SOI, provided in-depth incumbent assessor training and oversaw SOI administration. Validated (content & criterion) existing custom physical ability test (PAT) simulation. Worked with SMEs to content validate departmental Medical Health Screening process.	2019
Greenville, SC Fire Department	Job Analysis and & Validity Transportation process for entry-level firefighter position. Managed the conduction of on-site job analysis visits as well as administration of an online JAQ survey. Analyzed JAQ data and compiled transportability report. Developed custom SOI, provided in-depth incumbent assessor training and oversaw SOI administration. Validated (content & criterion) existing custom physical ability test (PAT) simulation. Worked with SMEs to content validate departmental Medical Health Screening process.	2019
Cook County Sheriff's Office	Job Analysis and & Validity Transportation process for entry-level Patrol Officer position. Analyzed JAQ data and compiled transportability report.	2019
San Antonio Police and Fire Department	Assisted with writing custom cognitive ability items.	2019
Elk Grove Village, IL Fire Department	Data clean-up, analyzation of data, and scoring of written exams.	2019 - 2020
LaGrange, IL Fire Department		
Wilmette, IL Police Department		

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Grayslake, IL Fire Department		
Elmwood Township, MI Fire Department		
Geneva, IL Fire Department		
Elmhurst, IL Police Department		
Des Plaines, IL Fire Department		
Arlington Heights, IL Police Department		
Hinsdale, IL Fire Department		
Wheaton, IL Fire Department		

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Project Management



IOS's project management system is simple and effective. Our corporation employs a large team of Industrial/Organizational Psychologists who serve as project managers/ consultants. From this team, a single individual is identified to manage the day-to-day responsibilities associated with a given project/client. While there is one point of contact in order to simplify the communication process between client and consultant, there is also a team of individuals available to support the project and multiple consultants who are familiar with the project status. Following is an overview of the tenets of our project management system:

1. Sole Point-of-Contact: A single, primary consultant/project director is designated to head a project. This ensures a consistent source of information for the client and simple, effective lines of communication. This individual will be available by email, office phone and cell phone on a regular basis. A secondary contact person will also be designated should the agency have an urgent need to contact someone at IOS to discuss the project.
2. Team Support: While a single person is managing the project, that person is supported by a large team of consultants, technical writers, project assistants, job analysts, and administrative staff to ensure that the necessary manpower is always available to accomplish the job at hand. The project manager will leverage this assistance to accomplish the proposed project plan according to the stated schedule. The project director is responsible for quality control measures and for transfer of all project deliverables. IOS maintains one of the largest professional staffs in the public safety selection consulting industry, allowing us to meet your agencies needs with a great deal of flexibility and responsiveness.
3. Team Leader Oversight: The project director is supervised by the Team Leader, who ensures that all timelines are met and all project works meets our high standards. The Team Leader regularly meets with project director to discuss project progress and strategies. We constantly analyze and evaluate our methodologies in a 'group think' setting to ensure an efficient, effective and state-of-the-art solution.
4. Planning and Scheduling System: The project director will be the main client contact and will conduct weekly planning and coordination meetings with the entire project time to ensure that work is efficiently allocated and project managers/coordinators and technical writing staff are on schedule and producing work that follows our methodology and meets our high standards.

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Project References

Law Enforcement and Fire Service Promotional Selection Processes

Client	**Atlanta, GA Police Department**		
Contact	Michael O'Connor Major	Address/Phone/E-mail	226 Peachtree Street SW Atlanta, GA 30303 404.546.7942 MOconnor@atlantaga.gov
Contract Title	Police Promotional Written Exams and Oral Assessments		
Contract Period	2009, 2011-2012, 2013-2014, 2016, 2017-2018 - Present		
Description: • Conducted job analyses in 2009 and 2016, with reviews/updates in 2011, 2013 and 2017 • Developed written exams for Sergeant and Lieutenant • Developed and administered oral assessments for Sergeant and Lieutenant • Recruited and trained 24 assessors • Coordinated and secured examination sites and all lodging for assessors			
No post-test litigation or complaints filed.			

Client	**Bridgeport, CT Police Department**		
Contact	Lisa Mastronunzio Civil Service Examiner	Address/Phone/E-mail	45 Lyon Terrace Bridgeport, CT 06604 203.576.7109 Lisa.Mastronunzio@Bridgeportct.gov
Contract Title	Development of Police Detective Written Exam and Development and Administration of Police Detective Assessment Center		
Contract Period	January 2020 – Present		
Contract Title	Development of Police Sergeant Written Exam and Development and Administration of Police Sergeant Assessment Center		
Contract Period	December 2018 – February 2019		
Contract Title	Development and Administration of Police Captain Assessment Center		
Contract Period	September 2015 – November 2015		
Contract Title	Development of Police Detective Written Exam and Development and Administration of Police Detective Assessment Center		
Contract Period	December 2014 – April 2015		
Contract Title	Development of Police Sergeant Written Exam and Development and Administration of Police Sergeant Assessment Center		
Contract Period	February 2014 – July 2014		
Contract Title	Development of Police Lieutenant Written Exam and Development and Administration of Police Lieutenant Assessment Center		
Contract Period	March 2013 – December 2013		

Client	**City of Broken Arrow, OK**		
Contact	Jeremy Moore Fire Chief	Address/Phone/E-mail	1101 N. 6th Street Broken Arrow, OK 74012 918.259.8360 x6355 JKMoore@brokenarrowok.gov
Contact	Mark Steward Assistant Fire Chief	Address/Phone/E-mail	1101 N. 6th Street Broken Arrow, OK 74012

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			918.259.8360 x6361 JSteward@brokenarrowok.gov
Contract Title	Development and Administration of Fire Captain and Battalion Chief Written Exams and Assessment Centers		
Contract Period	January 2019 – July 2019		
Contract Title	Development and Administration of Fire Lieutenant, Fire Investigator and OPS Training Officer Written Exams and Assessment Centers		
Contract Period	March 2018 – February 2019		
Contract Title	Development and Administration of Fire Lieutenant, Deputy Chief and EMS Major Written Exams and Assessment Centers		
Contract Period	February 2017 – January 2018		

Client	**Buffalo, NY Fire Department**		
Contact	G.G.(Gladys) Herndon-Hill Commissioner	Address/Phone/E-mail	65 Niagara Square City Hall - Room 1001 Buffalo, NY 14202 716.851.9613 CS15@ch.ci.buffalo.ny.us
Contract Title	Development of a Fire Captain Written Exam and Development and Administration of a Fire Captain Assessment Center		
Contract Period	August 2019 – January 2020		
Contract Title	Development of Fire Lieutenant and Captain Written Exams and Development and Administration of Fire Lieutenant, Captain, Battalion Chief and Division Chief Assessment Centers		
Contract Period	January 2017 – February 2018		

Client	**Buffalo, NY Police Department**		
Contact	G.G. (Gladys) Herndon-Hill Commissioner	Address/Phone/E-mail	65 Niagara Square City Hall - Room 1001 Buffalo, NY 14202 716.851.9613 CS15@ch.ci.buffalo.ny.us
Contract Title	Development of Police Detective, Detective Sergeant, Lieutenant and Captain Written Exams and Development and Administration of Police Detective, Detective Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	September 2019 – February 2020		
Contract Title	Development of Police Inspector, Detective, Detective Sergeant, Lieutenant and Captain Written Exams and Development and Administration of Police Inspector, Detective, Detective Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	January 2017 – November 2017		
Contract Title	Development of Police Inspector, Detective, Detective Sergeant, Lieutenant and Captain Written Exams and Development and Administration of Police Inspector, Detective, Detective Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	December 2011 – August 2012		
Contract Title	Development of Police Inspector and Captain Written Exams and Development and Administration of Police Inspector and Captain Assessment Centers		
Contract Period	September 2007 – September 2008		
Contract Title	Development of Police Detective, Detective Sergeant and Lieutenant Written Exams and Development and Administration of Police Detective, Detective Sergeant and Lieutenant Structured Oral Assessments		
Contract Period	September 2007 – September 2008		

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	Chattanooga, TN Fire Department		
Contact	Iris Neal Human Resources Generalist	Address/Phone/E-mail	Fire Administration Building 910 Wisdom Street Chattanooga, TN 37406 423.643.7207 ineal@chattanooga.gov
Contract Title	Development and Administration of Fire Lieutenant and Captain Written Examinations and Development and Administration Fire Lieutenant, Captain and Battalion Chief Assessment Centers		
Contract Period	December 2018 – May 2019		
Contract Title	Development and Administration of Fire Lieutenant and Captain Assessment Centers		
Contract Period	April 2017 – June 2017		
Contract Title	Development and Administration of Fire Lieutenant and Captain Assessment Centers		
Contract Period	July 2014 – December 2015		

Client	Chattanooga, TN Police Department		
Contact	Shea Jefferson, MPS Human Resources Generalist	Address/Phone/E-mail	101 East 11th Street - Suite 201 Chattanooga, TN 37402 423.643.7214 sjefferson@chattanooga.gov
Contract Title	Development and Administration of Police Sergeant and Lieutenant Written Examinations and Development and Administration of Police Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	June 2019 – November 2019		
Contract Title	Development and Administration of Police Captain Assessment Center		
Contract Period	March 2018 – July 2018		
Contract Title	Development and Administration of Police Sergeant and Lieutenant Written Examinations and Development and Administration of Police Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	April 2016 – November 2016		

Client	City of Chicago, IL		
Contact	Jill May, M.S. Testing Specialist	Address/Phone/ E-mail	121 N. LaSalle, 1102 Chicago, IL 60602 312.744.1240 Jill.May@cityofchicago.org
Contract Title	Development and Administration of Fire Battalion Chief Promotional Examination and Development and Administration of Fire Battalion Chief Oral Examination		
Contract Period	August 2019 – Present		
Description: • Developing and validating a written job-knowledge examination for each position • Developing and validating a structured oral interview process for each position			
Contract Title	EMS Promotional examinations for Ambulance Commander and Paramedic Field Chief		
Contract Period	February 2016 – September 2017		
Description: • Developing and validating a written job-knowledge examination for each position • Developing and validating a structured oral interview process for each position			
Contract Title	Development and Administration of Police Sergeant Written Examination and Written Assessment		
Contract Period	August 2012 – June 2014		
Description: • Developed and validated a written job-knowledge examination for the Sergeant rank • Developed and validated a written assessment for the Sergeant rank			

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Contract Title	EMS Promotional examinations for Ambulance Commander and Paramedic Field Chief
Contract Period	May 2011 – August 2013
Description: • Developed and validated a written job-knowledge examination for each position • Developed and validated a structured oral interview process for each position	
Contract Title	EMS Promotional examinations for Ambulance Commander and Paramedic Field Chief
Contract Period	January 2006 – December 2006
Description: • Developed and validated a written job-knowledge examination for each position • Developed and validated a structured oral interview process for each position	
Contract Title	Provision of Entry-Level Exams – Police and Fire
Contract Period	Police: 2013/2014, 2016 - Present
Contract Period	Fire: 2006, 2012, 2013, 2014

Client	**City of Cincinnati, OH**		
Contact	Latisha Hazell Division Manager, Workforce Management	Address/Phone/E-mail	805 Central Avenue – Ste. 200 Cincinnati, OH 45202 513.352.1507 latisha.hazell@cincinnati-oh.gov
Contract Title	Development and Administration of Police Lieutenant Written Examination and Assessment Center		
Contract Period	June 2019 - Present		
Contract Title	Development and Administration of Police Sergeant Written Examination and Situational Judgment Test		
Contract Period	December 2019 – Present		
Contract Title	Development and Administration of Police Captain Assessment Center		
Contract Period	November 2018 – January 2019		
Contract Title	Development and Administration of Police Lieutenant Assessment Center		
Contract Period	February 2018 – May 2018		
Contract Title	Development and Administration of Police Sergeant Written Exercise		
Contract Period	February 2018 – May 2018		
Contract Title	Development and Administration of Police Captain Assessment Center		
Contract Period	January 2017 – June 2017		
Contract Title	Development and Administration of Fire Lieutenant Written Examination and Assessment Center		
Contract Period	January 2017 – August 2017		

Client	**Cobb County, GA Sheriff's Office**		
Contact	Shirene Douglas, PHR, SHRM-CP Human Resources Manager	Address/Phone/ E-mail	Cobb County Government 100 Cherokee Street, 2nd Floor Marietta, GA 30090 770.528.2538 shirene.douglas@cobbcounty.org
Contract Title	Sergeant and Lieutenant Promotional Processes		
Contract Period	2007-2018		
Description: • Developed and administered job knowledge written exams for Sergeant and Lieutenant • Conducted candidate orientations • Developed and administered assessment centers for Sergeant and Lieutenant • Trained assessors • Developed candidate feedback reports			
No post-test litigation or complaints filed.			

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Client	**Forsyth County, GA Fire Department**		
Contact	Jason Shivers Division Chief – Technical Services	Address/Phone/E-mail	3520 Settingdown Road Cumming, GA 30028 678.513.5898 RJShivers@forsythco.com
Contract Title	Development and Administration of Fire Apparatus Operator, Lieutenant and Captain Written Exams and Development and Administration of Fire Lieutenant and Captain Assessment Centers		
Contract Period	January 2020 – Present		
Contract Title	Development and Administration of Fire Apparatus Operator and Battalion Chief Written Exams and Development and Administration of Fire Apparatus Operator and Battalion Chief Assessment Centers		
Contract Period	September 2019 – February 2020		
Contract Title	Development and Administration of Fire Apparatus Operator and Lieutenant Written Exams and Development and Administration of Fire Apparatus Operator and Lieutenant Assessment Centers		
Contract Period	March 2018 – May 2019		
Contract Title	Development and Administration of Fire Apparatus Operator and Battalion Chief Written Exams and Development and Administration of Fire Apparatus Operator and Battalion Chief Assessment Centers		
Contract Period	January 2017 – November 2017		
Contract Title	Development and Administration of Fire Apparatus Operator and Lieutenant Written Exams and Development and Administration of Fire Apparatus Operator and Lieutenant Assessment Centers		
Contract Period	January 2016 – July 2016		
Contract Title	Development and Administration of Fire Apparatus Operator, Lieutenant and Captain Written Exams and Development and Administration of Fire Lieutenant and Captain Assessment Centers		
Contract Period	March 2015 – December 2015		
Contract Title	Development and Administration of Fire Battalion Chief Written Exam and Development and Administration of Fire Battalion Chief Assessment Center		
Contract Period	July 2013 – October 2013		

Client	**Gwinnett County, GA**		
Contact (Main)	Erica Queen	Address/Phone/E-mail	Human Resources 75 Langley Drive Lawrenceville, GA 30046 770.822.7949 Erica.Queen@gwinnettcounty.com
Contact (Police)	Sharon Morris	Address/Phone/E-mail	Human Resources 75 Langley Drive Lawrenceville, GA 30046 770.822.7930 Sharon.Morris@gwinnettcounty.com
Contact (Corrections)	Sharon Morris	Address/Phone/E-mail	Human Resources 75 Langley Drive Lawrenceville, GA 30046 770.822.7930 Sharon.Morris@gwinnettcounty.com
Contact (Sheriff)	Adrienne McAllister	Address/Phone/E-mail	Human Resources 75 Langley Drive Lawrenceville, GA 30046 770.822.7914 Adrienne.McAllister@gwinnettcounty.com

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Contact (Fire)	Donna Pratt HR Associate III	Address/Phone/E-mail	Human Resources 75 Langley Drive Lawrenceville, GA 30046 770.822.7901 Donna.Pratt@gwinnettcounty.com
Contact (Fire)	Michelle Saunders HR Associate III	Address/Phone/E-mail	Human Resources 75 Langley Drive Lawrenceville, GA 30046 770.822.7925 Michelle.Saunders@gwinnettcounty.com
Contract Title	Police, Sheriff, Corrections and Fire Promotional Exams and Assessment Centers		
Contract Period	June 2002 – Present		

Description:

- Conduct job analysis for 12 ranks: Corporal, Sergeant and Lieutenant within the Police, Sheriff and Corrections departments and Driver Engineer, Lieutenant and Captain in the Fire Department
- Develop written examinations, situational judgment tests, structured oral assessments and assessment centers as follows:
    - Police Corporal: 12 cycles
    - Police Sergeant: 13 cycles
    - Police Lieutenant: 12 cycles
    - Sheriff Corporal: 16 cycles
    - Sheriff Sergeant: 18 cycles
    - Sheriff Lieutenant: 17 cycles
    - Corrections Corporal: 9 cycles
    - Corrections Sergeant: 11 cycles
    - Corrections Lieutenant: 9 cycles
    - Fire Engineer: 12 cycles
    - Fire Lieutenant: 11 cycles
    - Fire Captain: 6 cycles
- Helped develop and maintain the candidate appeal and review process associated with protective service examinations

This contract has been renewed/re-awarded five times beyond the initial contract.

Client	**Houston, TX Police Department**		
Contact	Pete Lopez Assistant Chief	Address/Phone/E-mail	1200 Travis Street – 18th Floor Houston, TX 77002 713.308.1877 pedro.lopez@houstonpolice.org
Contract Title	Development and Administration of Police Sergeant, Lieutenant and Commander Written Examinations and Development and Administration of Police Sergeant, Lieutenant and Commander Assessment Centers		
Contract Period	January 2020 - Present		
Contract Title	Development and Administration of Police Sergeant, Lieutenant and Captain Written Examinations and Development and Administration of Police Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	March 2018 – March 2019		
Contract Title	Development and Administration of Police Sergeant, Lieutenant and Captain Written Examinations and Development and Administration of Police Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	June 2016 – December 2016		

Client	**City of Indianapolis, IN**		
Contact (Police and Fire)	Bruce Henry, IPMA-SCP IMPD Human Resource	Address/Phone/E-mail	200 E. Washington Street – Ste. 1541 Indianapolis, IN 46204

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	Manager		317.327.2596 Bruce.Henry@indy.gov
Contact (Fire)	Kris Harrison Human Resources Manager	Address/Phone/E-mail	Indianapolis Fire Department 955 Fort Wayne Avenue Indianapolis, IN 46202 317.327.6775 Kristin.Harrison@indy.gov
Contract Title	Development and Administration of Police Sergeant, Lieutenant and Captain Written Examinations and Assessment Centers		
Contract Period	February 2020 - Present		
Contract Title	Development and Administration of Fire Lieutenant, Captain and Battalion Chief Written Examinations and Assessment Centers		
Contract Period	March 2018 – October 2018		
Contract Title	Development and Administration of Police Sergeant, Lieutenant and Captain Written Examinations and Assessment Centers		
Contract Period	January 2018 – August 2018		

Client	**Jacksonville, FL Sheriff's Office**		
Contact	Bart W. Laird, PHR, MSHRM Manager of Personnel Services	Address/Phone/ E-mail	Dept. of Personnel & Professional Services 501 E. Bay Street, Suite 303 Jacksonville, FL 32202 904.630.5899 Bart.Laird@jaxsheriff.org
Contract Title	Development and Administration of Police Sergeant and Lieutenant Written Examinations and Assessment Centers		
Contract Period	February 2020 – Present		
Contract Title	Development and Administration of Corrections Sergeant and Lieutenant Written Examinations and Assessment Centers		
Contract Period	January 2018 – September 2019		
Contract Title	Development and Administration of Police Sergeant and Lieutenant Written Examinations and Assessment Centers		
Contract Period	September 2017 – January 2019		
Contract Title	Development and Administration of Police Sergeant and Lieutenant Assessment Centers		
Contract Period	April 2016 – January 2017		

Client	**City of Las Vegas, NV**		
Contact	Jacob Tilford Human Resources Analyst	Address/Phone/E-mail	500 N. Casino Center Blvd. Las Vegas, NV 89101 702.229.4879 jtilford@LasVegasNevada.gov
Contract Title	Development and Administration of a Fire Engineer Written Examination and Practical Examination		
Contract Period	February 2019 – July 2019		
Contract Title	Development and Administration of Fire Captain and Battalion Chief Written Examinations and Assessment Centers		
Contract Period	June 2018 – November 2018		
Contract Title	Development and Administration of EMS Field Coordinator and Fire Engineer Written Examinations and Development and Administration of Fire Engineer Practical Examination		
Contract Period	January 2017 – January 2018		
Contract Title	Development and Administration of Fire Captain and Battalion Chief Written Examinations and Assessment Centers		
Contract Period	May 2016 – November 2016		
Contract Title	Development and Administration of EMS Coordinator Written Examination		
Contract Period	May 2015 – October 2015		

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Client	**Los Alamos, NM**		
Contact	Denise Cassel Employee Services Manager	Address/Phone/E-mail	Los Alamos County Human Resources 1000 Central Avenue – 2nd Floor Los Alamos, NM 87544 505.662.8047 denise.cassel@lacnm.us
Contract Title	Police and Fire Promotional Processes		
Contract Period	2010 – Present		

Description:

- Conduct job analysis for 8 ranks: Driver Engineer, Captain (previously Company Officer), Division Chief (Admin)/Battalion Chief (Operations), Deputy Chief and Assistant Chief within the Fire Department and Sergeant, Lieutenant and Captain within the Police Department.
- Develop written examinations, practical examinations, structured oral interviews, assessment centers and written exercises as follows:
    - Fire Driver Engineer: 11 cycles
    - Fire Captain: 7 cycles
    - Fire Division/Battalion Chief: 10 cycles
    - Fire Deputy Chief: 4 cycles
    - Fire Assistant Chief: 2 cycles
    - Fire Chief: 1 cycle
    - Police Sergeant: 6 cycles
    - Police Lieutenant: 2 cycles
    - Police Captain: 2 cycles

Client	**Massachusetts State Police Department**		
Contact	Michelle Small Chief Administrative Officer	Address/Phone/E-mail	470 Worcester Road Framingham, MA 01702 508.820.2366 michelle.small@state.ma.us
Contract Title	Development of Police Sergeant Written Exam		
Contract Period	December 2019 - Present		
Contract Title	Development of Police Sergeant Written Exam		
Contract Period	January 2019 – June 2019		
Contract Title	Development of Police Lieutenant Written Exam and Structured Oral Interview		
Contract Period	May 2018 – January 2019		
Contract Title	Development of Police Captain Written Exam and Structured Oral Interview		
Contract Period	March 2017 – January 2018		
Contract Title	Development of Police Sergeant Written Exam		
Contract Period	June 2016 - November 2016		
Contract Title	Development of Police Lieutenant Written Exam and Structured Oral Interview		
Contract Period	December 2014 – August 2015		
Contract Title	Development of Police Sergeant Written Exam		
Contract Period	January 2014 – June 2014		
Contract Title	Development of Police Captain Written Exam and Structured Oral Interview		
Contract Period	April 2013 – January 2014		
Contract Title	Development of Police Lieutenant Written Exam and Structured Oral Interview		
Contract Period	March 2012 – August 2012		
Contract Title	Development of Police Captain Written Exam Structured Oral Interview		
Contract Period	September 2010 – April 2011		
Contract Title	Development of Police Lieutenant Written Exam and Oral Interview		
Contract Period	August 2010 – February 2011		
Contract Title	Development of Police Sergeant Written Exam		
Contract Period	December 2009 – April 2010		

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Contract Title	Development of Police Captain Written Exam and Structured Oral Interview
Contract Period	March 2009 – November 2009
Contract Title	Development of Police Lieutenant Written Exam and Structured Oral Interview
Contract Period	September 2007 – May 2008
Contract Title	Development of Police Sergeant Written Exam
Contract Period	November 2006 – March 2007
Contract Title	Development of Police Captain Written Exam and Structured Oral Interview
Contract Period	November 2005 – March 2006
Contract Title	Development of Police Lieutenant Written Exam and Structured Oral Interview
Contract Period	September 2004 – March 2005
Contract Title	Development of Police Sergeant Written Exam
Contract Period	May 2003 – January 2004

	Minneapolis, MN Police Department		
Contact	Bill Champa Human Resource Manager	Address/Phone/E-mail	250 S. 4th Street – Room 100 Minneapolis, MN 55415 612.275.2039 Bill.Champa@minneapolismn.gov
Contract Title	Development and Administration of Police Sergeant Written Exam and Development and Administration of Police Sergeant Assessment Center		
Contract Period	February 2020 - Present		
Contract Title	Development and Administration of Police Lieutenant Assessment Center		
Contract Period	April 2019 – August 2019		
Contract Title	Development and Administration of Police Sergeant Written Exam and Development and Administration of Police Sergeant Assessment Center		
Contract Period	February 2018 – March 2019		
Contract Title	Development and Administration of Police Lieutenant Written Exam and Development and Administration of Police Lieutenant Assessment Center		
Contract Period	March 2017 – October 2017		
Contract Title	Development and Administration of Police Sergeant Written Exam and Development and Administration of Police Sergeant Assessment Center		
Contract Period	January 2016 – June 2016		
Contract Title	Development and Administration of Police Lieutenant Written Exam and Development and Administration of Police Lieutenant Assessment Center		
Contract Period	March 2015 – August 2015		
Contract Title	Development and Administration of Police Sergeant Written Exam and Development and Administration of Police Sergeant Assessment Center		
Contract Period	January 2014 – June 2014		
Contract Title	Development and Administration of Police Lieutenant Written Exam and Development and Administration of Police Lieutenant Assessment Center		
Contract Period	January 2013 – November 2013		
Contract Title	Development and Administration of Police Sergeant Written Exam and Development and Administration of Police Sergeant Assessment Center		
Contract Period	January 2011 – June 2011 (Reawarded for 2012-13)		
Contract Title	Development and Administration of Police Lieutenant Written Exam and Development and Administration of Police Lieutenant Assessment Center		
Contract Period	June 2010 – December 2010		
Contract Title	Police Sergeant and Lieutenant Job Analysis		
Contract Period	January 2009 – July 2009		
Contract Title	Development and Administration of Police Captain Assessment Center		
Contract Period	February 2008 – May 2008		
Contract Title	Development and Administration of Police Sergeant Assessment Center		
Contract Period	March 2006 – June 2006		

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Contract Title	Development and Administration of Police Lieutenant Assessment Center
Contract Period	August 2005 – October 2005
Contract Title	Development and Administration of Police Sergeant Assessment Center
Contract Period	August 2001 – January 2002

Client	**Montgomery County, MD Department of Corrections**		
Contact	Jacquelyn D. Anderson, PHR Human Resource Specialist	Address/Phone/ E-mail	101 Monroe Street – 7th Floor Rockville, MD 20850 240.777.5023 jacquelyn.anderson@montgomerycountymd.gov
Contract Title	Development of Sergeant and Lieutenant Written Exams and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	September 2019 – January 2020		
Contract Title	Development of Lieutenant Written Exam and Development and Administration of Lieutenant Assessment Center		
Contract Period	March 2018 – December 2018		
Contract Title	Development of Sergeant and Lieutenant Written Exams and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	January 2017 – March 2018		
Contract Title	Development of Sergeant and Lieutenant Written Exams and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	June 2015 – February 2016		
Contract Title	Development of Sergeant and Lieutenant Written Exams and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	July 2013 – February 2014		

Client	**Montgomery County, MD Fire Rescue Service**		
Contact	Jacquelyn D. Anderson, PHR Human Resource Specialist	Address/Phone/ E-mail	101 Monroe Street – 7th Floor Rockville, MD 20850 240.777.5023 jacquelyn.anderson@montgomerycountymd.gov
Contract Title	Development and Administration of Fire Captain and Battalion Chief Assessment Centers		
Contract Period	April 2019 – March 2020		
Contract Title	Development of Master Firefighter and Lieutenant Written Examinations and Development and Administration of Lieutenant Assessment Center		
Contract Period	March 2018 – December 2018		
Contract Title	Development and Administration of Fire Captain and Battalion Chief Assessment Centers		
Contract Period	February 2017 – February 2018		
Contract Title	Development of Master Firefighter and Lieutenant Written Examinations and Development and Administration of Lieutenant Assessment Center		
Contract Period	July 2016 – January 2018		
Contract Title	Completed Assistant Chief Job Analysis		
Contract Period	September 2015 – October 2016		
Contract Title	Development and Administration of Fire Captain and Battalion Chief Assessment Centers		
Contract Period	April 2015 – March 2016		
Contract Title	Development of Master Firefighter and Lieutenant Written Examinations and Development and Administration of Lieutenant Assessment Center		
Contract Period	July 2014 – December 2014		
Contract Title	Development and Administration of Fire Captain and Battalion Chief Assessment Centers		
Contract Period	February 2013 – January 2014		

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Client	**Montgomery County, MD Police Department**		
Contact	Debra Marshall Human Resources	Address/Phone/ E-mail	101 Monroe Street – 7th Floor Rockville, MD 20850 240.777.5042 debra.marshall@montgomerycountymd.gov
Contract Title	Development of Master Police Officer and Sergeant Written Exams and Development and Administration of Police Sergeant Assessment Center		
Contract Period	February 2019 – November 2019		
Contract Title	Development of Master Police Officer and Sergeant Written Exams and Development and Administration of Police Sergeant Assessment Center		
Contract Period	March 2017 – March 2018		
Contract Title	Completed Police Captain Job Analysis		
Contract Period	May 2016 – August 2016		
Contract Title	Development of Master Police Officer and Sergeant Written Exams and Development and Administration of Police Sergeant Assessment Center		
Contract Period	February 2015 – April 2016		

Client	**Montgomery County, MD Sheriff's Office**		
Contact	Debra Marshall Human Resources	Address/Phone/ E-mail	101 Monroe Street – 7th Floor Rockville, MD 20850 240.777.5042 debra.marshall@montgomerycountymd.gov
Contract Title	Development of Sergeant and Lieutenant Written Examinations and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	January 2020 – Present		
Contract Title	Development of Sergeant and Lieutenant Written Examinations and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	January 2018 – December 2018		
Contract Title	Development of Sergeant and Lieutenant Written Examinations and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	February 2016 – October 2016		
Contract Title	Development of Sergeant and Lieutenant Written Examinations and Development and Administration of Sergeant and Lieutenant Assessment Centers		
Contract Period	January 2014 – January 2015		

Client	**City of Portland, OR**		
Contact	Ryan Gillespie Division Chief	Address/Phone/ E-mail	4800 NE 122nd Avenue Portland, OR 97230 503.758.2991 Ryan.Gillespie@portlandoregon.gov
Contract Title	Development and Administration of Fire Lieutenant Assessment Center		
Contract Period	January 2020 – Present		
Contract Title	Development and Administration of Fire Captain Assessment Center		
Contract Period	January 2019 – November 2019		
Contract Title	Development and Administration of Fire Battalion Chief Assessment Center		
Contract Period	July 2018 – July 2019		

Client	**City of Raleigh, NC**		
Contact	Timothy Tomczak Captain	Address/Phone/E-mail	6716 Six Forks Road Raleigh, NC 27615 919.996.1231 Timothy.Tomczak@raleighnc.gov
Contract Title	Development and Administration of Fire Lieutenant Assessment Center		

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Contract Period	January 2020 – Present
Contract Title	Development and Administration of Fire Captain Assessment Center
Contract Period	January 2019 – November 2019
Contract Title	Development and Administration of Fire Battalion Chief Assessment Center
Contract Period	July 2018 – July 2019

Client	**City of San Antonio, TX**		
Contact	Sarah Bilger, PHR Senior HR Analyst	Address/Phone/E-mail	Department of Human Resources 111 Soledad, Suite 100 San Antonio, TX 78205 210.207.8719 Sarah.Bilger@sanantonio.gov
Contract Title	Development of Police Detective and Sergeant Written Examinations		
Contract Period	February 2020 - Present		
Contract Title	Development of Police Detective, Lieutenant and Captain Written Examinations and Development and Administration of Police Lieutenant and Captain Assessment Centers		
Contract Period	August 2018 – March 2019		
Contract Title	Development of Police Detective and Sergeant Written Examinations		
Contract Period	November 2017 – February 2018		
Contract Title	Development of Police Sergeant, Lieutenant and Captain Written Examinations and Development and Administration of Police Lieutenant and Captain Assessment Centers		
Contract Period	January 2017 – October 2017		
Contract Title	Development of Police Detective and Sergeant Written Examinations		
Contract Period	July 2016 – January 2017		
Contract Title	Development of Police Detective, Sergeant, Lieutenant and Captain Written Examinations and Development and Administration of Police Lieutenant and Captain Assessment Centers		
Contract Period	January 2015 – December 2015		
Contract Title	Development of Police Detective and Sergeant Written Examinations		
Contract Period	April 2014 – September 2014		
Contract Title	Development of Police Detective, Sergeant, Lieutenant and Captain Written Examinations and Development and Administration of Police Lieutenant and Captain Assessment Centers		
Contract Period	June 2012 – September 2013		

Client	**San Diego, CA Police Department**		
Contact	Salvador Gonzalez Sr. Personnel Analyst	Address/Phone/E-mail	1200 Third Ave - Suite 300 San Diego, CA 92101 619.236.7734 SalvadorG@sandiego.gov
Contract Title	Development of Sergeant, Lieutenant, Detective and POIII Exams and Structured Oral Assessments		
Contract Period	November 2019 - Present		
Description: • Completed a job analysis updates for the ranks of Sergeant, Lieutenant, Detective and POIII • Developed written exams for all ranks • Delivered a candidate orientation presentation • Developed structured oral assessments for all ranks			
Contract Title	Development of Sergeant, Lieutenant, Detective and POIII Exams and Structured Oral Assessments		
Contract Period	December 2017 – July 2018		
Description: • Completed a job analysis for the ranks of Sergeant, Lieutenant, Detective and POIII • Developed written exams for all ranks • Delivered a candidate orientation presentation			

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• Developed structured oral assessments for all ranks	
Contract Title	Development of Sergeant, Lieutenant, Detective and POIII Exams and Structured Oral Assessments
Contract Period	January 2016 – June 2016
Description: • Developed written exams for Sergeant, Lieutenant, Detective and POIII • Delivered a candidate orientation presentation • Developed structured oral assessments for all ranks	
Contract Title	Development of Sergeant, Lieutenant, Detective and POIII Exams and Structured Oral Assessments
Contract Period	December 2013 – June 2014
Description: • Developed written exams for Sergeant, Lieutenant, Detective and POIII • Delivered a candidate orientation presentation • Developed structured oral assessments for all ranks • Trained 20 assessors and administered assessment centers for 117 Sergeant, 47 Lieutenant, 87 Detective and 4 POIII candidates.	
Contract Title	Development of Sergeant, Lieutenant, Detective and POIII Exams and Structured Oral Assessments
Contract Period	January 2012 – May 2012
Description: • Completed a job analysis for the ranks of Sergeant, Lieutenant, Detective and POIII • Developed written exams for all ranks • Delivered a candidate orientation presentation • Developed structured oral assessments for all ranks • Trained 20 assessors and administered assessment centers for 117 Sergeant, 44 Lieutenant, 80 Detective and 4 POIII candidates.	
Contract Title	Development of Sergeant and Lieutenant Exams and Structured Oral Assessments
Contract Period	October 2009 – February 2010
Description: • Developed written exams for sergeant and lieutenant • Delivered a candidate orientation presentation • Developed sergeant and lieutenant structured oral assessments • Trained 24 assessors and administered assessment centers for 116 sergeant and 45 lieutenant candidates	
Contract Title	Development of Sergeant and Lieutenant Exams and Assessment Centers
Contract Period	April 2007 – December 2007
Description: • Developed written exams for sergeant and lieutenant • Delivered a candidate orientation presentation • Developed sergeant and lieutenant assessment centers • Trained 25 assessors and administered assessment centers for 125 sergeant and 50 lieutenant candidates	
No post-test litigation or complaints filed.	

Client	**City of San Francisco, CA**		
Contact	Dave Johnson Public Safety Examination Manager	Address/Phone/E-mail	Department of Human Resources One South Van Ness Ave - 4th Floor San Francisco, CA 94103 415.557.4871 dave.johnson@sfgov.org
Contract Title	Development and Administration of Police Captain Assessment Center		
Contract Period	February 2020 - Present		
Contract Title	Development and Administration of Police Lieutenant Assessment Center		
Contract Period	July 2019 – February 2020		

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Contract Title	Development and Administration of Fire Lieutenant and Battalion Chief Assessment Centers
Contract Period	August 2016 - March 2018
Contract Title	Development and Administration of Police Lieutenant Assessment Center
Contract Period	November 2015 – January 2017

Client	**City of St. Paul, MN**		
Contact	Dan Ferralez Human Resources Consultant	Address/Phone/ E-mail	Office of Human Resources 25 West 4th Street – 200 City Hall Annex Saint Paul, MN 55102 651.266.6596 dan.ferralez@ci.stpaul.mn.us
Contract Title	Development and Administration of Police Commander Assessment Center		
Contract Period	December 2019 - Present		
Contract Title	Development and Administration of Police Sergeant Written Examination and Assessment Center		
Contract Period	May 2019 – February 2020		
Contract Title	Development and Administration of Police Sergeant Written Examination and Assessment Center		
Contract Period	September 2017 – February 2018		
Contract Title	Development and Administration of Police Commander Assessment Center		
Contract Period	July 2017 – January 2018		
Contract Title	Development and Administration of Police Sergeant Written Examination and Assessment Center		
Contract Period	March 2016 – September 2016		
Contract Title	Development and Administration of Police Commander Assessment Center		
Contract Period	June 2015 – December 2015		
Contract Title	Development and Administration of Police Sergeant Written Examination and Assessment Center		
Contract Period	December 2012 – June 2014		

Client	**City of Tulsa, OK**		
Contact	Marty Drobinko Testing Coordinator	Address/Phone/E-mail	175 East 2nd Street – Suite 1450 Tulsa, OK 74103 918.596.1069 MDROBINKO@cityoftulsa.org
Contract Title	Fire Equipment Operator, Captain, District Chief, Assistant Chief and Deputy Chief		
Contract Period	2017 - Present		
Description: • Developed and administered written exams for Fire Equipment Operator • Developed and administered written exams and assessment centers for Fire Captain • Developed and administered written exams and assessment centers for District Chief • Developed and administered assessment center for Deputy Chief			
Contract Title	Police Sergeant, Corporal, Captain and Major		
Contract Period	2011 - Present		
Description: • Developed and administered written exam and assessment center for Police Corporal • Developed and administered written exam and assessment center for Police Sergeant • Developed and administered written exam and assessment center for Police Lieutenant • Developed and administered written exam and assessment center for Police Captain • Developed and administered assessment center for Police Major • Developed and administered assessment center for Police Deputy Chief			

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Client	**City of Virginia Beach, VA**		
Contact	Miriam K. Bryant Human Resources Coordinator	Address/Phone/E-mail	Municipal Center Building 18 – Rm 134 2424 Courthouse Drive Virginia Beach, VA 23456 757.385.4663 mbryant@vbgov.com
Contract Title	Development and administration of Master Police Officer Written Examination		
Contract Period	October 2019 – January 2020		
Contract Title	Development and administration of Police Sergeant Written Examination and Development and Administration of Police Sergeant, Lieutenant and Captain Assessment Centers		
Contract Period	February 2019 – October 2019		
Contract Title	Development and administration of Master Police Officer Written Examination		
Contract Period	October 2018 – February 2019		
Contract Title	Development and administration of Master Police Officer Written Examination		
Contract Period	July 2017 – December 2017		
Contract Title	Development and administration of Police Lieutenant Written Examination and Assessment Center		
Contract Period	February 2017 – October 2017		
Contract Title	Development and administration of Fire Captain and a Fire Battalion Chief Promotional Processes		
Contract Period	January 2017 – October 2017		
Description: • Developed written exam for Fire Captain • Developed and administered assessment centers for both ranks			
Contract Title	Development and administration of Master Police Officer Written Examination		
Contract Period	September 2016 – December 2016		
Contract Title	Development and administration of Police Sergeant Written Examination and Assessment Center		
Contract Period	July 2016 – February 2017		
Contract Title	Development and administration of Fire Captain and a Fire Battalion Chief Promotional Processes		
Contract Period	March 2016 – December 2016		
Description: • Developed written exam for Fire Captain • Developed and administered assessment centers for both ranks			
Contract Title	Development and administration of Master Police Officer Written Examination		
Contract Period	September 2015 – December 2015		
Contract Title	Development and administration of Police Lieutenant Assessment Center		
Contract Period	June 2015 – December 2015		
Contract Title	Development and administration of Fire Captain and a Fire Battalion Chief Promotional Processes		
Contract Period	January 2015 – December 2015		
Description: • Developed written exam for Fire Captain • Developed and administered assessment centers for both ranks			
Contract Title	Development and administration of Police Sergeant Written Examination and Assessment Center		
Contract Period	July 2014 – June 2015		
Contract Title	Development and administration of Fire Captain Promotional Process		
Contract Period	January 2014 – September 2014		
Description: • Developed written exam for Fire Captain • Developed and administered an assessment center			

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Contract Title	Development and administration of Master Police Officer Written Examination
Contract Period	October 2013 – April 2014
Contract Title	Development and administration of Fire Captain and a Fire Battalion Chief Promotional Processes
Contract Period	August 2013 – December 2013
Description: • Developed written exam for Fire Captain • Developed and administered assessment centers for both ranks	
Contract Title	Development and administration of Police Lieutenant Assessment Center
Contract Period	May 2013 – November 2013
Contract Title	Development and administration of Police Sergeant Written Examination and Assessment Center
Contract Period	December 2012 – May 2013
Contract Title	Development and administration of Fire Captain and a Fire Battalion Chief Promotional Processes
Contract Period	August 2012 – February 2013
Description: • Conducted job analysis for the rank of Battalion Chief and linkage analysis for Captain • Developed written exam for Fire Captain • Developed and administered assessment centers for both ranks	

Law Enforcement and Fire Service Entry-Level Selection Processes

Client	**Bridgeport, CT Police and Fire Departments**		
Contact	Lisa M. Mastronunzio, SHRM-SCP A/Personnel Assistant II	Address/Phone/E-mail	Civil Service Commission City of Bridgeport 45 Lyon Terrace Bridgeport, CT 06604 203.576.7109 lisa.mastronunzio@bridgeportct.gov
Contract Title	Development, validation and administration of entry-level written examinations for both the Police Officer and Firefighter positions		
Contract Period	2010 – Present		
Description: • Worked with members of the Civil Service Commission to provide examination services as well as a structured oral interview process for police officers and firefighters. • Conducted onsite orientations for candidates and collected data for validation studies. • Trained the supervisors to provide the data on job incumbents. • Developed a structured oral interview and conducted a large-scale training session for the assessors in this process. • Assisted the department in the mandated candidate challenge process. • Delivered a candidate orientation presentation			

Client	**City of Chicago, IL**		
Contact	Jill May, M.S. Testing Specialist	Address/Phone/ E-mail	121 N. LaSalle, 1102 Chicago, IL 60602 312.744.1240 Jill.May@cityofchicago.org
Contract Title	Entry-level Police Officer Exam		
Contract Period	January 2020 – February 2020		
Contract Title	Entry-level Police Officer Exam		
Contract Period	June 2019 – August 2019		

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Contract Title	Entry-level Police Officer Exam
Contract Period	April 2018 - June 2018
Contract Title	Entry-level Police Officer Exam
Contract Period	October 2017 – January 2018
Contract Title	Entry-level Police Officer Exam
Contract Period	February 2017 – May 2017
Contract Title	Entry-level Police Officer Exam
Contract Period	November 2015 – May 2016
Contract Title	Entry-level Firefighter Exam
Contract Period	October 2014 – March 2015
Contract Title	Entry-level Police Officer Exam
Contract Period	November 2013 – February 2014
Contract Title	Entry-level Firefighter Exam
Contract Period	January 2006 – December 2006 (Military make-up examination sessions in 2009 and 2010), December 2014
Description: • Develop and validate a cognitive/personality written exam • Administer exam to over 24,000 candidates • Work with City to establish optimal method of test use	
Process resulted in no adverse impact against protected classes – no ensuing litigation	

Client	**City of Indianapolis, IN**		
Contact	Bruce Henry, IPMA-SCP IMPD Human Resource Manager	Address/Phone/E-mail	200 E. Washington Street – Ste. 1541 Indianapolis, IN 46204 317.327.2596 Bruce.Henry@indy.gov
Contract Title	Entry-level Firefighter Exam Process		
Contract Period	November 2019 - Present		
Contract Title	Entry-level Police Officer Exam Process		
Contract Period	August 2019		
Contract Title	Entry-level Police Officer Exam Process		
Contract Period	February 2019 – April 2019		
Contract Title	Entry-level Police Officer Exam Process		
Contract Period	September 2018 – December 2018		
Contract Title	Entry-level Firefighter Exam Process		
Contract Period	July 2018 – December 2018		
Contract Title	Entry-level Police Officer Exam Process		
Contract Period	June 2017 – August 2018		
Description: • Conducted a job analysis of the police officer position • Developed a structured oral interview for the police officer position • Administered both the written examination and the structured interview			
Contract Title	Entry-level Firefighter Exam Administration and Structured Oral Interview Development and Administration		
Contract Period	June 2016 – December 2016		
Contract Title	Entry-level Police Officer Exam Process		
Contract Period	March 2016 – June 2016		
Description: • Conducted a validity transportability study for the police officer entrance examination • Administered the written examination to over 400 candidates			
Contract Title	Entry-level Firefighter Exam Administration and Structured Oral Interview Development and Administration		
Contract Period	February 2015 – March 2015		

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Contract Title	Entry-level Police Officer Exam Administration
Contract Period	October 2014
Contract Title	Entry-level Police Officer Exam Administration and Structured Oral Assessment Development and Administration
Contract Period	March 2014 – June 2014
Contract Title	Entry-level Police Officer Exam Administration and Structured Oral Assessment Development and Administration
Contract Period	October 2013 – January 2014
Contract Title	Entry-level Firefighter Exam Process
Contract Period	June 2011 – June 2012

Description:

- Conducted a job analysis of the Firefighter position
- Conducted a validity transportability study for the firefighter entrance examination
- Developed a structured oral interview for the firefighter position
- Administered both the written examination and the structured interview to over 800 candidates

Client	**New Jersey Department of Personnel (NJ DOP)**		
Contact	Michael M. Szuter Fire Testing Supervisor	Address/Phone/E-mail	NJ Civil Service Commission Trenton, NJ 08625 609.292.4735 michael.szuter@csc.state.nj.us
Contract Title	Entry-Level Civil Service Firefighter Written Examinations		
Contract Period	2014 - 2018		

Description:

- Conducted a Statewide job analysis of firefighter and developed entry-level exams to be used for Statewide Civil Service Selection
- Administration to over 14,000 candidates resulted in NO adverse impact against protected classes of individuals.

Contract Title	Entry-level Civil Service Law Enforcement Officer Written Exams Promotional Civil Service Correctional Officer Exams and Assessments
Contract Period	January 2004 – 2008

Description:

- Conducted a Statewide job analysis of law enforcement positions and developed entry-level exams to be used for Statewide Civil Service Selection
- Administration to over 20,000 candidates resulted in NO adverse impact against protected classes of individuals.

Client	**City of Pittsburgh, PA**		
Contact	Paula Kellerman Acting Assistant Director	Address/Phone/E-mail	414 Grant Street Pittsburgh, PA 15219 paula.kellerman@pittsburghpa.gov
Contract Title	Entry-level Firefighter Exam Administration		
Contract Period	2014, 2016, 2018		
Contract Title	Entry-level Firefighter Exam		
Contract Period	October 2012 – February 2014		

Description:

- Conducted a job analysis of the Firefighter position
- Conducted a validity transportability study for the firefighter entrance examination
- Conducted a criterion-related validation study for the firefighter entrance examination
- Developed candidate training curriculum
- Implemented process and worked through federal oversight of entire validation and administration

Contract Title	Entry-level Firefighter Exam

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Contract Period	October 2011 – July 2012
Description: • Conducted a job analysis of the Firefighter position • Conducted a validity transportability study for the firefighter entrance examination • Conducted a criterion-related validation study for the firefighter entrance examination • Developed candidate training curriculum • Implemented process and worked through federal oversight of entire validation and administration	

Client	**City of Virginia Beach, VA**		
Contact	Monica Kopin Staffing and Compensation Coordinator	Address/Phone/E-mail	2424 Courthouse Drive Virginia Beach, VA 23456 mkopin@vbgov.com
Contract Title	Validation and Implementation of Firefighter Entrance Examination and Development and Administration of Firefighter Structured Oral Interview		
Contract Period	2010 - 2018		

911 Operations

Client	**City of Chicago, IL**		
Contact	Jill May, M.S. Testing Specialist	Address/Phone/E-mail	121 N. LaSalle, 1102 Chicago, IL 60602 312.744.1240 Jill.May@cityofchicago.org
Contract Title	Fire Communications Officer I & Police Communications Officer I and II		
Contract Period	2008 – 2014		
Description: • Implemented the National Public Safety Dispatcher Selection Inventory (NPSDSI) and developed a custom assessment of oral communication clarity. • Administered the exams for each cycle of candidates (up to 150 candidates per cycle)			
No post-test litigation or complaints filed.			

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Scope of Services



Industrial/Organizational Solutions, Inc. (IOS) is honored to have the opportunity to respond to your Request for Proposals. This section of the proposal will detail our plan to provide a promotional process for the rank of Police Sergeant for the City of South Miami Police Department.

Kick-off Meeting

We enter into a project with an expectation of implementing a specific best-practice methodology; however, we understand that every client has unique constraints and conditions that must be carefully considered in determining the proper assessment process design. Local laws, rules and procedures may cause us to alter our course. Also, there are often conventions that affect testing practices that cannot be easily changed or adapted such as Civil Service rules, collective bargaining agreements, etc. This is why we place a high value on conducting an initial kick-off meeting to learn about our client's particular situation and to consider the specific goals and expectations. This meeting is critical to ensure that we deliver a successful and beneficial service. The Project Director will first meet with your project manager and other designated personnel to discuss and determine specific objectives, personnel roles and project timelines.

Job Analysis

Job analysis is the thorough investigation of the elements of a job. Generally, a job analysis is more extensive than a job description, which seeks to describe a job in summary/highlight form. The job analysis seeks to identify all job tasks that make up a job and the knowledge, skills abilities and personality characteristics (KSAPs) that are required to perform such job tasks. The job analysis is the foundation piece of a selection process because it serves to define the knowledge, skills and abilities that can be assessed by selection tools. In short, the job analysis is the basis by which we can demonstrate evidence of content validity.

A job analysis does not need to be performed each time a selection process is developed. For this reason, it is useful to review the job analysis and determine its age and relevance. Generally, if the job analysis is less than five years old, it is reasonable to conduct a review of the essential tasks, knowledge areas, skills and ability to ensure they are still current and appropriate. If so, the existing job analysis can be used to develop selection tools and IOS will carefully document the job analysis review process to create a record of the review and updating process.

To begin the job analysis, IOS will interview a stratified random sample of job incumbents for the target position. The sample will be stratified to ensure that a representative number of

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minorities and females are interviewed. Incumbents will be questioned about critical tasks, daily routines, essential job knowledge, critical skills and abilities, job challenges, critical job incidents, etc. In addition to interviewing incumbents, we will observe them doing their jobs. IOS will also interview a sample of supervisors to gain an additional perspective concerning job duties and responsibilities.

Based on information obtained during the interviews/observations, IOS will develop a comprehensive job analysis questionnaire (JAQ). The JAQ contains a list of all potential tasks and KSAPs that are associated with the job. This questionnaire will be completed by a sample of incumbents to gain information about the nature of the job. Incumbents will rate each task or KSAP as to its importance (how important successful completion of the task is to the job) and frequency (how often the task is performed). Specific scales will be used to make these ratings. Prior to its administration, IOS will request that a group of subject matter experts (SMEs) who supervise the target position review the JAQ to ensure that it accounts for all job tasks and KSAPs, uses familiar language and is organized in a meaningful way. After obtaining feedback and making any necessary revisions, IOS will coordinate the administration of the JAQ.

The JAQ will be administered to a large sample of incumbents. Incumbents will receive the JAQ along with a computer-scannable answer sheet on which ratings will be collected. We will ask the department to coordinate the completion of the JAQs and direct incumbents to turn the JAQ into a supervisor within approximately two weeks. At the end of this period, all JAQs will be returned to IOS for analysis.

JAQ data gathered from incumbents will be analyzed to identify those tasks and KSAPs that are essential to the target job. This will be done by combining the "importance" and "frequency" ratings. Generally, the ratings given to any task or KSAP will be weighted using the following formula: .666(importance rating) + .333(frequency rating). This formula will yield an "essentiality" rating. All those tasks and KSAPs with a high enough essentiality rating will be considered essential job tasks and will be used to define the target job.

Using the list of essential job tasks and KSAPs, IOS will engage a process to link essential tasks to the KSAPs that are required to accomplish these tasks. This linkage process will ensure that the job tasks are related to specific, measurable knowledge areas and KSAPs that can be assessed using conventional tests and assessments.

Essential KSAPs will later be used as the basis for developing written exams, structured assessments, assessment centers or other types of selection tools. The KSAPs will define the measurable dimensions of each selection tool.

The job analysis process will yield a comprehensive list of essential job tasks and KSAPs. A report will be completed to outline the methodology used during the job analysis and to summarize the outcomes and ratings of the job analysis process. This report will document the following methodological elements:

- Job observation/interview sampling and outcomes
- Job analysis questionnaire development and review

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- Job analysis questionnaire sampling, distribution and analysis
- Task-KSAP linkage
- Essential task and KSAP results

Promotional Job Knowledge Examination Development and Validation

The promotional job knowledge examination is a written tool that is specifically designed to assess essential, job-related ***knowledge***. To this end, exam questions will be drawn from relevant, job-related sources of knowledge (i.e., text books, policy, rules, law, etc.). The job knowledge exam will be supported by content validity evidence. This evidence will be established through a thorough linkage of essential knowledge areas identified in the job analysis to the measureable dimensions of the exam, and through subject matter expert involvement in the development of the exam plan and review of exam items.

Exam Plan and Reference List Development
The first step in the development of a written job knowledge exam is the identification of the knowledge areas that should be assessed by the exam and the source, or reference materials from which this knowledge can be drawn. An IOS consultant will review the target job description/job analysis to identify those knowledge areas that should be assessed by the written exam. IOS will provide a recommendation as to the knowledge areas that should be assessed. At this point, IOS can work with department subject matter experts to identify appropriate sources to assess the suggested knowledge areas, or the department can independently recommend sources that assess the suggested knowledge areas.

The following tables identify common knowledge areas that are assessed by public safety written examinations:

General Category	Law Enforcement Exams
Technical Knowledge	**Field Operations**
	Criminal Investigation
	CompSTAT
	Community Policing
	Ethics in Policing
	Multicultural Law Enforcement
Management Knowledge	**Supervision**
	Administration
	Leadership/Motivation
Internal Sources	**Policy, Procedure, or Operating Guidelines**
	Collective bargaining agreement
	State Law

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Once sources are selected from which to draft examination questions, it is necessary to create an exam plan that identifies the percentage of items that will be drawn from each source/knowledge area, the specific content that will be focused on, and the information that will be provided to candidates in the reference/study list. A subject matter expert (SME) meeting will be arranged to review these recommendations and finalize the selection of knowledge areas and sources/references. During this Exam Plan Development Meeting, SMEs will be asked to assist in identifying the relative importance of the knowledge areas that will be assessed by the exam. These ratings will be used to establish the number of items that will be drafted to assess specific knowledge areas. In addition, SMEs will review reference/source materials and assist in identifying the chapters and sections that are most relevant for the target position. This step will ensure the test is as job-related as possible and will allow candidates to focus specifically on essential information contained in study materials. In short, this meeting will allow department subject matter experts to ensure that the exam plan and the candidate study/reference list meet their expectations.

Following the Exam Plan Development Meeting, IOS will generate the final exam study list that will contain a list of sources that will be used to create the exam and the specific chapters/sections that candidates should review. This list will be submitted to the department for distribution to eligible candidates. IOS will also produce a candidate preparation document that provides helpful strategies for study and preparing for the written examination. This document can be distributed to candidates or posted on the agency website.

***Note: The department may wish to develop the reference list on their own. In this case, IOS will be charged with ensuring that essential knowledge areas are being assessed via the chosen reference list. IOS may also still need to work with SMEs to identify the specific chapters and sections of source material from which to draw exam items.**

Question Development and Review

IOS technical writers have advanced degrees in writing and are extensively trained, mentored and led by Ms. Karen Steiger, M.S., our Senior Technical Writer/Manager of Technical Writing, who has been with IOS for over a decade and has devoted her professional career to writing public safety examinations that measure relevant job-related content areas. Ms. Steiger has personally created over 200 promotional examinations for public safety agencies and has overseen the development of countless others developed by her staff. Further, our technical writers are responsible for responding to candidate challenges and upholding the reliability of the exams. For anyone who has watched candidates sit through a 2 ½ hour long, 100 item, written exam and worked through a challenge process and air their concerns regarding each specific item, it becomes abundantly clear that the critical role of written exam item development is the backbone of a successful and fair promotional process. Mr. Legel's insistence on maintaining a highly educated and experienced team of technical exam writers is why IOS has an unblemished litigation history.

Using the detailed examination plan that was developed, IOS team of highly-trained technical writers will draft exam questions from the identified source materials. Our technical writers take particular care in identifying the most important topics and concepts from source material

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and drafting questions that are highly job-related. In addition, the technical writers will draft questions of varying degrees of difficulty to ensure that the test is able to discriminate between candidates' levels of job knowledge. Approximately 140 questions will be drafted based on the examination plan. These questions will later be reviewed and distilled down to the best 110 questions. Each question will be drafted in multiple-choice format. Once test questions are developed, an IOS consultant will review each item to ensure that it is job-related, in-line with the exam plan and is free from any apparent bias.

The development of good test items is a critical element to the success of any job-knowledge exam. For this reason, we take care to make sure the following criteria are met:

- **Focus on essential information:** Our item writers rely on the job analysis information gathered by our consultants and base the content of an exam on the test blueprint (or exam plan) that has been developed with SME input and I/O psychology best practices. The item writing team combs selected sources to identify truly job-related, important information from which to draft questions. We try to focus on "action," when possible (i.e., what should an employee do in a given situation, based on policies and procedures, state and federal law, and current management theory).

- **Multiple-choice test items:** "Scan-form"-style testing is efficient and easy to score, but it has a potential weakness – if candidates can identify the correct response through deductive reasoning, then they are demonstrating deductive reasoning ability rather than demonstrating the desired knowledge. This is why it is critical that answer options be well constructed and that there are enough answer options such that the candidate does not a stand a reasonable chance of guessing the right answer.
    - True/false formats are simply insufficient.
    - All tests should have at least four answer options. We create variety by developing both fill-in-the-blank items and "situational" items (or vignettes), asking candidates to put themselves in the position of the employees described in the question.

- **Appropriate difficulty:** We ensure that questions developed for a job-knowledge exam are of the appropriate difficulty for the rank or position being tested. Our item writers carefully search through source material for the information most directly related to the job in question.
    - We avoid "tricky" items that would confuse those who are minimally qualified for the position or rank in question.
    - After the items have been developed, we rely on SME input when possible to determine that the content of the items is appropriate for the group of candidates being tested.
    - Another way that we ensure appropriate difficulty is to ensure that answer options are similar to each other in style, structure and length.

- **One correct response:** We carefully craft questions such that there is one correct response and that the remaining responses are incorrect. We consider accuracy to be

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absolutely crucial in our job-knowledge exams and thoroughly review items both internally (and with the client, when possible).

- **Avoidance of negatively worded stems/response options**: Negatively worded questions and answer options are confusing. In order to ensure that we are measuring knowledge in a straightforward manner, we try to avoid the use of negatively worded items.

- **Avoidance of overly complex stems/response options:** Again, we want questions to be simple and easy to understand. For this reason, we avoid confusing or overly lengthy questions while ensuring that the item remains accurate. Our item writers are trained to create clear and focused question stems and distracters.

- **Avoidance of "all of the above" or "both c and d"-style answer options:** This style of questioning is generally overused and tends to reduce the psychometric quality of a test.

- **Cultural and gender sensitivity:** Our item writers are trained to use appropriate terminology and language when referring to members of any protected group, referring to their issues and beliefs with respect. When sensitive or controversial subjects must be discussed in our exams, these topics are described in an objective manner. We take care to ensure that personnel are described in gender-neutral, ethnically diverse terms

IOS will work with the department to assemble an SME panel to review test questions. The purpose of this review is to ensure that test questions are of high quality and to collect SME rating to support the validity of the test and to enable the determination of an appropriate test cut-off score. SMEs will be asked to review each item and offer any pertinent feedback/suggestions. In addition, SMEs will provide a Content Validity Ratio (CVR) Rating and an Angoff Rating. The CVR rating will provide evidence of the degree to which the content of the test mirrors critical content of the job. The Angoff Rating will identify the difficulty of each test item, thus indicating the overall difficulty of the exam. The Angoff process allows for the selection of a cut-off score that equates to minimally qualified levels of job knowledge. While this review is optional, the data collected during this process is highly valuable to the defensibility of the written exam.

We recognize that agencies are often required to use a pre-determined cut-off score. In these cases, the Angoff process is still appropriate but must be used in a different manner. As a matter of legal defensibility, it is necessary to demonstrate that a cut-off score, even if mandated, equates to minimally qualified job knowledge levels. In a case where an agency is required to use a 70 percent cut-off score, for example, IOS will work toward selecting test items whose composite Angoff score is approximately 70 percent. In this manner, the cut-off score will be in-line with the test's difficulty level.

Data from the item review meeting will be used to select the 110 test questions that will be included in the written exam. These questions will be professionally compiled into a test booklet. Questions from the same source material will be grouped together under a title

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heading such that candidates are aware of where the item was drafted from as they take the test. IOS will produce all necessary test booklets and scannable answer sheets.

Exam Scoring, Results Generation and Analysis
IOS will create an exam specification for the written exam that identifies the correct answer for each item, the source citation from which the question and correct answer are drawn and the knowledge area that the question assesses. This document will be used to generate a computer-based scoring program that will be used to score the exam.

Each completed exam answer sheet will be scanned and processed by an optically scoring machine. Data from this machine will be manually reviewed for accuracy and scored using a computer-generated scoring program.

The project consultant will conduct an item analysis process to ensure that each item of the test functions in a reasonable manner. Specifically, IOS will investigate the following:

- Adverse impact ratio
- Individual item data: item-total correlations, mean (p-value), standard deviation, frequency analysis to check for item with multiple correct responses, etc. If any items appear to be problematic (a large proportion of candidates get the item incorrect or there appear to be multiple correct responses based on candidate data), IOS will engage a discussion with the department and make a recommendation for resolving any issues.

Final test scores will then be calculated. Exam results will be presented in a database format such as Microsoft Excel® and submitted to the department per the department's specifications.

Test Challenge/Appeal Process
It is commonplace to conclude an examination by allowing candidates to participate in a challenge/appeal process where candidates can scrutinize test items and draft appeals to the validity or accuracy of items. IOS generally handles appeals processes in one of two ways. The first option is preferable, but we work with the department to determine the best solution based on standard procedures, convention, circumstances, etc. Following are the two options for challenge processes:

1. Immediately following the administration of the written exam, candidates are provided with an answer key, their test booklet and a copy of their answer sheet. Candidates are allowed to manually score their exam while being proctored by an IOS representative. Candidates are instructed that this score is preliminary and that tests will be carefully scored at a later time. Following this scoring period, candidates are instructed that they will be afforded the opportunity to file appeals to test items if they so choose. As candidates have been able to review the questions (in the test booklet) and make a determination of which items they answered correctly, they can reasonably determine whether or not they wish to file any appeals at that time. Candidates will be allow a fixed period of time (usually one hour) to draft written appeal on appeal sheets provided by IOS. Candidates will be allowed access to the source materials as well as an exam specification that indicated a citation for each test item. IOS will collect all appeals and

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prepare a written response to these appeals. Appeal responses will be turned over to the agency with a recommended action for each item. IOS will engage a discussion with the agency to determine if any changes should be made to the scoring of test items. Once a determination is made, final scores will be calculated and submitted to the agency.

2. Within a few days of the test, candidates will be allotted a structured time period to review the test booklet, copy of their answer sheet, exam specification, answer key and test source materials. Candidates will be allowed to draft appeals which will be submitted, reviewed and responded to in the manner described above. The agency will likely be responsible for monitoring candidates during these structured time periods.

Assessment Center Development and Validation

An IOS assessment center is a battery of job simulations/exercises geared toward measuring essential management and supervisory skills of promotional candidates. Common exercises include one-on-one role-plays, group presentations, tactical simulations, in-basket/in-box simulations, and written problem solving exercises. An IOS assessment center exercise puts the promotional candidate in a situation that is similar to a function he/she will perform on the job. Assessors, who all have industry-specific management experience, rate the candidate on essential management and supervisory skills and abilities that will determine the candidate's success on the job. The assessors use specific rating criteria that were developed by experts in the industry. The result of the IOS assessment center is a list of candidates in rank order according to who is most likely to perform at the highest level in the target position. The assessment process also yields an abundance of feedback from the assessors about candidate performance that can be used for developmental purposes.

A comprehensive IOS assessment center will incorporate the following components:

- *Assessors who are experts in their industry and are specifically trained to assess candidate performance*
- *Identification of specific skill and ability dimensions with associated behavioral criteria*
- *A standardized administration schedule*
- *Relevant, simulation-style exercises*

IOS' assessment centers are simply the best way to predict how candidates will react to/handle specific job situations. The IOS assessment center method also allows for a broad range of skill assessments. We are able to use a variety of simulations that assess many different skills and abilities. This is a desirable feature as your goal in promotions is to select the most well-rounded candidate. Candidates are also more prone to feel that IOS assessment centers are fair evaluations of their promotional suitability as it is readily apparent that the assessment center is a valid and comprehensive way of making a promotional decision. Finally, an IOS assessment center is also a developmental tool. The results of an assessment center can be tailored to assist an individual candidate toward improving performance in a specific area. Data from a large number of candidates can also be used to help agencies identify training needs.

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The assessment center will be supported by content validity evidence. This evidence will be established through the clear linkage of the job description/job analysis to the skills and abilities that will be assessed in the assessment center and by the linkage of essential job tasks to the simulation exercises that are selected. Furthermore, SMEs will assist in reviewing each exercise and rating criteria to ensure local validity.

Exercise Selection and Development

IOS will first work to identify the skills and abilities that should be assessed by the assessment center by reviewing a current job description/job analysis for the target position. Based on this review, IOS will provide a recommendation concerning the skills and abilities that should be assessed and the types of exercises that should be used to assess these skills and abilities. In order to refine this recommendation, a consultant will meet with department subject matter experts (SMEs) who hold the target rank and/or supervisor the target rank to identify job duties and critical scenarios that would constitute valuable assessment exercises. IOS will use these ideas and suggestions to craft exercises that are locally specific. SMEs will also review skills and abilities that will be assessed to ensure that the assessment is comprehensive and addresses any concerns of the department.

While the specific content of the assessment center will be determined during the course of SME meeting, the following tables provide information about the types of exercises that can be created and common skills and abilities that are assessed by our assessment centers. IOS will incorporate the structured oral interview as an exercise in the assessment center.

One-on-One Role-Play Scenarios

Exercise	Subordinate counseling (problem employee)
Description	The candidate plays the role of a supervisor who must meet with a subordinate employee (role-player) that has one of the following types of problems: a performance deficiency, a recent conflict with a citizen, personal problems or difficulty getting along with coworkers. The candidate will be given introductory information about the subordinate and the problem and will be allowed a brief period of time to prepare for the meeting. The candidate will then meet with the subordinate and attempt to deal with the issue at hand to the best of his/her ability. The candidate will likely meet resistance from the subordinate that will require him/her to exercise supervisory skills. The successful candidate will mitigate the problem and devise an appropriate solution. This exercise can be coupled with the citizen meeting exercise. This paring would require the candidate to gather specific information about a citizen conflict from the citizen and then use this information to deal effectively with the subordinate.
Themes	This exercise can deal with counseling subordinates on any of the following issues: performance deficiencies, a run-in with a citizen, employee dislike his/her job, depression, marital problems, drug/alcohol issues, or inability to get along with coworkers.
Time	There is a 10 to 15 minute preparation period prior to the 15 to 20 minute exercise.
Resources	This exercise requires one skilled role-player/actor to play the role of the subordinate and three qualified assessors. This exercise will occur in a small meeting room.
Dimensions	Interpersonal skills, problem analysis/problem solving, judgment and reasoning, decision-making ability, management and supervisory skills, composure, conflict resolution, oral communication.

Exercise	Citizen meeting
Description	The candidate plays the role of a supervisory officer that is meeting with a citizen. The meeting allows the citizen (role-player) to address a concern that he/she has about the department in general or more specifically about one of the candidate's subordinates. The goal of the meeting is to work effectively with the citizen to solve his/her problem or collect information toward

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	bettering the department. The candidate will be given a preparation period to review the task at hand and to devise a game-plan. The candidate will then meet with the citizen. The citizen will follow a specific script that will cause the candidate to have to adapt his/her approach and to think on his/her feet. The successful candidate will gather necessary information, instill confidence in the citizen and set up a system to gauge progress and follow-up with the citizen. This exercise can be used as a precursor to the subordinate counseling role-play. This pairing would require the candidate to use this meeting to gather facts in order to guide the direction of the meeting with the subordinate.
Themes	The topic of the meeting can be: inappropriate treatment of the citizen by a department member (typically the candidate's subordinate), the citizen's specific concerns about recognized deficiencies in the operations of the department, or the collection of feedback from the citizen about proactive improvements that could be made to increase levels of customer service.
Time	There is a 10 to 15 minute preparation period prior to a 15 to 20 minute interaction.
Resources	This exercise requires one skilled role-player/actor to play the role of the subordinate and three qualified assessors. This exercise will occur in a small meeting room.
Dimensions	Interpersonal skills, problem analysis/problem solving, judgment and reasoning, decision-making ability, conflict resolution, public relations skill, oral communication.

Exercise	**Subordinate performance review**
Description	The candidate plays the role of a supervisor that is tasked with presenting a performance appraisal to a subordinate. Prior to the exercise the candidate will be provided with the subordinate's personnel file. The subordinate will typically have a number of performance deficiencies that have not improved over time. The role-player, playing the subordinate role, will be evasive and, at times, combative about apparent performance weaknesses. The candidate's objective will be to analyze the subordinate's personnel file in order to successfully identify and work through the subordinate's deficiencies. The candidate will have to demonstrate a large degree of assertiveness as he/she counsels the subordinate regarding deficiencies and identifies plans for improvement. The ideal candidate will exercise management skills while maintaining composure in a difficult situation.
Themes	The subordinate typically has a few areas of performance deficiency that must be addressed in the course of the performance appraisal. These may include: tardiness, improper completion of paperwork, poor attitude, and complaints from coworkers.
Time	There will be a 15 to 20 minute preparation period for the candidate to review the subordinate's personnel file and devise a structure for the performance appraisal meeting. The meeting will then last approximately 15 to 20 minutes.
Resources	This exercise requires one skilled role-player/actor to play the role of the subordinate and three qualified assessors. This exercise will occur in a small meeting room.
Dimensions	Management and supervisory skills, judgment and reasoning, decision-making ability, planning and organization, interpersonal skills, conflict resolution, oral communication.

Presentation-Style Role-Plays

Exercise	**Training presentation**
Description	The candidate will be tasked with preparing a training presentation to be delivered to a group of subordinates. If the candidate is a police promotional candidate, the training session will typically be a roll-call training brief. In the case of a fire promotional candidate, the training will be similar to in-service training. In either case, the candidate will be provided information about a topic that the subordinates must be trained on. The topic will be job related and will be something that the candidate can become familiar with in a short period of time. After a brief time to organize a training session and possibly create visual aids, the candidate will present the lesson to a group of three subordinates. The subordinates will either be role-players or the assessors. During the course of the training the candidate may interact with the role-players, or he/she may require the role-players to participate. The role-players will also be free to ask questions and respond as would be conventional in this type of setting. The successful candidate will deliver a well organized and thoughtful training presentation in a manner that is practical and engages the audience. Supervision skills and interpersonal ability will be critical factors as the

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	candidate may have to deal with unruly subordinates.
Themes	Police supervisory themes include: use of force training, pursuit training, community initiatives training and policy training. Department-specific topics can also be used to further customize the process.
Time	There will be a 15 to 20 minute preparation period for the candidate to review the training material and outline the training agenda. The training session will then last approximately 15 to 20 minutes.
Resources	This exercise requires three qualified assessors and possibly one or two skilled role-players. The role-players will play the role of subordinates and will have a more interactive role than that of the assessors'. The use of role-plays will make the exercise more realistic and increases the quality of the assessor's ratings as they are not burdened with interacting during the exercise. Use of assessors as role-players is, however, a less expensive alternative. A dry erase board or flip chart will be provided to the candidate to enable him/her to better structure the training. This exercise will occur in a medium sized meeting room with chairs arranged in a classroom style setting.
Dimensions	Planning and organization, oral communication, interpersonal skills, management and supervisory skills.

Exercise	**Community presentation**
Description	The candidate is instructed that he/she must deliver a presentation about the department to a group of citizen who are interested in learning more about the department. The group of citizens will be played by either the assessors alone, or the assessors accompanied by additional role-players. The presentation is usually made before a group of citizens or at a city counsel-type meeting. The candidate is typically informed that the chief was scheduled to make this presentation, but he/she was called out of town and has asked the candidate to fill in for him/her. The candidate will be given a brief period of time to organize his/her thoughts and outline the presentation. There are no materials given to the candidate to assist in the development of the presentation. The candidate must develop and deliver a presentation on the specified topic based solely on his/her understanding of the department. The candidate will be able to use visual aids that he/she creates using flipcharts or dry-erase boards. The successful candidate will develop a well-organized and meaningful presentation that provides the audience with valuable information about how the department is operating within their community. Following the presentation the audience will ask questions related to the candidate's topic. His/her ability to answer questions in a professional and responsive manner will be part of the assessment.
Themes	The presentation can be related to: department operations, response capabilities, the services provided by the department, the goals/mission of the department, or a recent improvement made within the department.
Time	There will be a 15 to 20 minute preparation period for the candidate to review and to prepare an outline for his/her presentation. The meeting will then last approximately 15 to 20 minutes.
Resources	This exercise requires three qualified assessors. The assessors will serve as assessors but will play the role of citizens. They will ask questions of the candidate at the end of the presentation. Additional role-players may be used in this exercise, but it is not necessary. A dry erase board or flip chart will be provided to the candidate to enable him/her to better structure the training. This exercise will occur in a medium sized meeting room with chairs arranged in a classroom style setting.
Dimensions	Planning and organization, oral communication, interpersonal skills, management and supervisory skills, leadership.

Written Exercises

Exercise	**Written problem-solving exercise**
Description	This exercise requires the candidates to compose a written narrative related to an important departmental issue. The goal of this exercise is to outline the thought process that is used in solving a problem or reasoning through a difficult issue. This exercise is useful for evaluating basic problem solving skills, judgment and reasoning, and written communication. This exercise

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	can also be administered to many candidates at the same time and does not require the use of role-players.
Themes	Following are optional topics that can be used: ▪ The candidate must identify critical issues facing the department and how he/she would handle these issues. ▪ The candidate is faced with a difficult personnel issue (subordinate performance deficiency or sexual harassment) and must outline in a narrative how he/she would handle this issue. ▪ The candidate will be asked to make suggestions for improving and better implementing a current departmental policy. The policy will be selected by the agency.
Time	The candidate will be allowed one to two hours, depending on the complexity of the questions, to complete this exercise.
Resources	A large classroom will be necessary to administer this exercise to a large number of candidates.
Dimensions	Judgment and reasoning, written communication, planning and organization, management and supervisory skills.

Exercise	**Incident report proof-reading exercise**
Description	This exercise uses copies of your agency's incident report to assess the candidate's ability to proof read an incident report for serious errors. A sample report will be created containing errors in documenting critical information and general grammatical and writing errors. The candidate will be asked to proofread the document, identify errors and suggest changes for improving the report.
Themes	Any standardized report can be used for this exercise.
Time	The candidate will be allowed 15 to 20 minutes to complete this assignment.
Resources	A large classroom will be necessary to administer this exercise to a large number of candidates.
Dimensions	Problem analysis/problem-solving, written communication.

In-Basket Exercise

Exercise	**In-basket/In-box**
Description	The candidate is told that he/she was recently promoted and has inherited the former incumbent's in-basket. It is imperative that he/she go through the in-basket and prioritize and respond to as many items as possible. There are approximately 10 to 20 memos, letters, email messages, phone messages, and other correspondence of varying importance and urgency that deal with personnel issues, scheduling, citizen concerns, planning and development, departmental issues, etc. The successful candidate will properly prioritize the items and provide appropriate written responses for how the issue at hand would be dealt with. In some cases the candidate may have to write a letter and in others simply detail an action-plan that he/she would follow to deal with the situation. There may be an additional follow-up period when assessors question the candidate regarding his/her chosen course of action.
Themes	There are a variety of in-basket items that are part of this exercise; however, depending on the role of supervisors in your department, more items of the following variety can be incorporated into the exercise in greater quantity: employee misconduct issues, citizen complaints, service-oriented requests, employee counseling issues, or scheduling/administrative issues.
Time	There is a 10 to 15 minute instruction period prior to the start of the exercise and, depending on the number of in-basket items, this exercise will last one to two hours.
Resources	The in-basket exercise is rated by two or three assessors following the administration period. This exercise requires a classroom-style room for administration to multiple candidates.
Dimensions	Planning and organizing, problem analysis/problem solving, judgment and reasoning, decision-making ability, management and supervisory skills, written communication.

Situational Structured Oral Assessment

Exercise	**Situational oral assessment**
Description	The situational oral assessment is a panel-style interview that requires the candidate to consider

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	how he/she would respond to a variety of situations that he/she might encounter on the job. During the interview assessors will pose a variety of job-related questions to the candidate and will rate the candidate's response using behavioral rating criteria. The questions can cover a variety of job-related scenarios or interpersonal situations. This exercise is not intended to be a role-play, but certain questions can be converted into role-play scenarios to maintain the "simulation" feel of assessment centers.
Themes	The questions contained in the oral assessment can cover three to four of the following topics: dealing with a problem employee, controlling a tactical situation, managing operations of the agency, or improving ones own skills.
Time	This exercise typically lasts for 20 to 30 minutes.
Resources	A small meeting room will be required for this exercise.
Dimensions	Depending on the questions used, any performance dimension can be assessed in this format.

Performance Dimensions

The assessors that are used to rate candidate performance are guided by specific performance dimensions with behaviorally anchored criteria. These criteria allow the assessor to look for certain behaviors, actions and thought processes. This method of rating performance ensures consistent and fair ratings. IOS has constructed a comprehensive performance model through years of experience developing and conducting assessment centers for public safety agencies of all sizes. Following is a comprehensive list of the performance dimensions that can be assessed. The behaviorally anchored criteria that accompany these dimensions are specific to the exercises that are used in the assessment center. This information is provided to demonstrate the model that IOS commonly uses. We expect that the performance model will be modified based on the job description for the target rank.

General Management Dimensions

Composure: The ability to work under stress and perform in unpleasant or traumatic circumstances. The ability to remain calm in stressful situations. The ability to handle stressful situations appropriately, remaining poised and professional. The ability to maintain emotional control in stressful situations.
Conflict Resolution: The ability to de-escalate tense situations and quiet potential disturbances. The ability to mediate interpersonal or physical conflict between individuals.
Decision-Making Ability: The ability to understand when a decision must be made and the willingness to make a decision. The ability to quickly and efficiently determine an appropriate course of action to target a particular situation.
Honesty and Integrity: The ability to act in an honest and fair manner. Willingness to accept responsibility for actions when things go wrong. The ability to display a high degree of integrity and professionalism in action and word.
Interpersonal Skill: The ability to listen to others and be considerate of the concerns of others. Ability to successfully and appropriately handle interpersonal interactions with others to gain trust, respect and mutual understanding. The ability to act with tact and diplomacy in dealings with the public - keeping public-relations concerns in mind when interacting with citizens, other agencies and the general public. The ability to counsel, support and be empathetic toward others. Ability to maintain positive work relations with others and interact with people of diverse backgrounds. The ability to use appropriate nonverbal cues to better convey intention of message.
Judgment and Reasoning: The ability to accurately perceive the important elements of a situation, evaluate the situation and determine plausible courses of action that would bring about a desirable result. The ability to reason through a particular problem and decipher a logical course of action. The ability to use common sense and intelligence in handling day-to-day activities, problems and decisions.
Leadership: The ability to set a proper tone for the functioning of the organization. Ability to serve as a role model in behavior, practice and word. The ability to motivate the organization as a whole to achieve greater efficiency and a higher level of purpose.
Management and Supervisory Skills: The ability to direct and guide personnel in the accomplishment of goals

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and tasks. (Includes skill in monitoring activities and evaluating results. Expectations and standards are clearly communicated, and consequences exist for insufficient performance.) The ability to assert proper authority and be assertive while maintaining the trust and respect of subordinates. The ability to motivate and counsel employees to greater performance. Skill in prioritizing and delegating the work of others.
Oral Communication: The ability to speak in a clear, concise, understandable and appropriate manner. The ability to deliver a message in such a way that others clearly understand its meaning. Appropriate use of nonverbal cues such as good eye contact, posture, etc.
Planning and Organization: Skill in establishing a course of action for oneself and others to accomplish goals. Skill in properly planning assignments, work duties and tasks; appropriate allocation of resources to ensure efficient, timely and smooth department operations. The ability to anticipate future needs and plan for the allocation of resources to meet those needs.
Problem Analysis/Problem Solving: The ability to quickly perceive problem areas, identify options and the potential impact of various solutions. The ability to determine courses of action or solutions to problems. The ability to implement targeted solutions.
Public Relations Skill: The ability to deal with the public in such a way as to protect the image and reputation of the department while providing the public or individuals with necessary or requested information. The ability to deal prudently with information such that the integrity of individuals or the department as a whole is not compromised.
Self-Motivation: The ability to remain motivated to perform one's job despite difficult circumstances, distractions or monotonous work. The ability to take charge when necessary and conduct tasks without being told to do so. The ability to work without supervision and accomplish tasks without prodding.
Teamwork Orientation: The ability to work with others in a positive, goal-oriented manner. Willingness and ability to accept a particular role in a team and selflessly carry out that role. Willingness to actively support command staff policies and decisions.
Written Communication: The ability to convey written messages in a clear, concise and easy-to-read format. The ability to clearly express ideas in writing to convey intended meaning. The ability to use correct spelling, grammar, syntax and proper subject-verb agreement.

Exercise Review

IOS will develop the selected assessment exercises in their entirety, including candidate instructions, role-player scripts (if applicable), assessor rating guidelines, scoring scales, etc. Once exercise development is complete, IOS will work with the department to convene an SME meeting to review each exercise and its rating criteria. The purpose of this review will be to ensure that the details of each exercise are specific to the organization and operations of the department and to ensure that rating criteria are consistent with performance expectations of the department. During this review SMEs will also provide input to help define minimally acceptable performance on each exercise. This input will assist in the calibration of rating scales and will be critical during the training of assessors.

Assessment Center Scale and Scoring

All assessment center scores will be compiled in scoring booklets used by assessors during the course of the assessment process. These booklets will contain all behavioral rating criteria for each exercise as well as the scoring scale that will be used by assessors. The scale normally used by IOS is a 7-point scale that defines '7' as minimally qualified (adequate). The minimally qualified designation creates an effective cut-off score. During assessor training, assessors are informed that any score below '7' is considered less-than-qualified (poor). Therefore, the assessment process has a built-in cut-off score that assessors are keenly aware of and use to distinguish qualified candidates from unqualified.

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4	5	6	7	8	9	10
Unacceptable	Very Poor	Poor	Adequate	Good	Very Good	Exceptional

IOS's personnel enter all score data collected from the assessment center process into a database. This process is performed once and then independently verified to ensure accuracy. Then, scoring equations are applied to the data set and subsequently, independently evaluated for accuracy. Obviously, it is of paramount importance that scores be correctly calculated and assigned. Given the vast number of data points collected in an assessment center, we take great care in compiling and calculating scores.

Candidate Orientation

Preparedness plays a large role in creating fair promotional processes. Because many candidates that will compete in an assessment center have previously experienced assessment centers, it is helpful to provide an orientation process that allows first-time participants to gain the insight that seasoned candidates have obtained through experience. Further, assessment centers from year to year are often conducted by different consulting firms that often conduct assessment centers differently. It is important to clearly communicate to candidates how the assessment center will be conducted and how they will be evaluated. By supplying candidates with an opportunity to learn about and prepare for the assessment center, we will increase the reliability of candidate scores and reduce the risk of group score differences in the assessment center process.

IOS advocates the uses of a candidate orientation to create transparency and to provide helpful information to candidates. Specifically, we recommend that a live orientation presentation be delivered. This presentation can be video-recorded for presentation to candidates who were not able to attend the original orientation. Should additional sessions be necessary, these can be conducted based on the need of the individual agency. The following are common components of our candidate orientation guide:

- A general introduction to assessment centers
- A review of the assessment center development process
- Review of the types of exercises that can be included in the assessment center
- An in-depth discussion regarding the nuances of individual exercise types
- Review of the performance dimensions assessed
- Review of the scoring system used for the assessment center
- A discussion concerning assessors and assessor training
- Advice for preparing for assessment centers
- A brief discussion of common mistakes and misconceptions related to assessment centers (these will not cover specific performance expectations)
- A review of the rules governing the assessment center
- Question and answer session

Assessor/Role-player Recruitment

Assessors are recruited based on a recruitment plan that is accepted by the department/agency. This plan include the target geographic (national vs. state), the acceptable rank/level of

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assessors, gender and race diversity goals, personal qualifications, and any other criteria valued by the department.

Following are the common rules that IOS imposes on assessor recruitment:

- All assessors must be one rank/level above the rank for which the assessment center is being administered.
- All assessors must possess at least two years tenure at the minimally required rank.
- All assessors should be from a similarly sized agency that is organized in a substantially similar manner.
- Racially diverse assessors will be sought to participate in all assessments. Our standard goal will be that one third of all assessors be classified as racial minorities.
- We will seek maximum gender diversity in assessor recruitment.

Role-players will also often be required during the assessment center process. IOS prefers to use professional actors to perform this function. Many consultants tend to use law enforcement of fire service personnel to serve as role-players. While we understand the convenience associated with this practice, we disagree with the appropriateness. Professional actors are far superior for a number of reasons:

- Consistency/standardization: A professional actor is able to play the same role over and over again without altering presentation. This is a difficult task that requires training and endurance, but it is absolutely essential to the standardization and reliability of the process that each candidate experience the same scenario.
- Role-fidelity: Assessment roles are scripted to accomplish a very specific goal. Professional actors are able to aptly model the role that was intended. Often, amateur actors will morph the role to a persona that better suits their personality. This practice can be detrimental to the assessment process as the primary performance dimensions may not be assessed as reliably in this instance.
- Realism: Simply put, professional actors do a much better job of making the scenario 'real' for the candidate. Given the challenge of role-playing, most candidates find it difficult to treat a scenario as 'real.' A gifted actor will help draw the candidate into the process by making the exchange high-fidelity.
- Reliability: Ultimately, the superior performance of professional actors, increase the accuracy of candidate performance/scores and give us more confidence that we have fairly and accurately assessed the true ability level of the candidate.

IOS will recruit role-players from professional acting guilds and talent organizations. We have established partnerships with talent agencies in various part of the country from which we recruit actors that have been used in past assessment centers. Where it is cost prohibitive to bring actors in from distant locations, we will contact local acting guilds to recruit role-players.

Assessor Training

IOS will conduct in-depth assessor- and role-player-training workshops to prepare each assessor and role-player to participate in and score the assessment-center exercises. We will require approximately six to eight hours to train the assessors and role-players. This training is generally conducted the day prior to the administration of the assessment center to candidates.

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IOS will provide multiple consultants to facilitate training multiple panels at the same time. Following is an outline of the training that is provided:

Role-Players: During this time role-players will be briefed on their characters and the requirements of the roles. Role-players will be allowed ample time to ask questions concerning their roles and to practice their roles with IOS' consultants. Standardization and consistency of presentation will be reinforced during the training session. The culmination of this training will be a mock assessment center that will combine the assessors and role-players.

Assessors: Prior to the administration of the assessment centers, assessors will receive an in-depth training session that focuses on a thorough description of the target rank and its responsibilities within the department, the assessor's role, the dimensions that are measured for the exercise with which the assessor will be involved, careful note-taking, behavioral observation, scoring, common rating errors, reliability of assessment, providing candidate feedback comments and specific assessor duties. Ideally, a representative of the department can be present to answer any specific questions that may arise. This training will also allow ample time for assessor questions and for practice with mock candidates. This training session will end with a mock assessment center that involves the role-players.

Assessment Administration

IOS oversees the administration of the assessment center process. We send sufficient personnel to conduct all essential functions of orienting candidates, moving candidates throughout the assessment process, answering candidate questions, etc. We may request minor administrative support from the agency to assist in candidate sign-in or to monitor candidates.

Prior to mapping out a final assessment administration plan, IOS will meet with agency personnel to discuss administration options. There are several competing interests in any assessment center administration process including: assessment length, the type of exercises utilized, test security and other related factors. Depending on how your agency views these competing interests, a decision must be made regarding how to implement your assessment center administration. IOS has implemented assessments using each of the methods described below on numerous occasions and is intimately familiar with the nuisances of each method. There are typically two contrasting methods—a sequestering method and a traditional model.

Traditional Model of Assessment Administration

In order to have the most robust and convenient testing process, it is usually ideal to use one assessor panel to rate each exercise (every candidate is seen by the same assessors per exercise). That said, this requires multiple days of administration, requires the use of signed confidentiality agreements and involves an element of "trust" in regard to your candidate population. This typifies the "traditional" model of assessment administration. Since we can typically process a maximum of 16-18 candidates per day in a given rating panel, the number of days is then determined by the number of candidates divided by this number (i.e., 15 or 18).

For example, assuming that there are 48 candidates scheduled to participate in an assessment center, with three exercises and three assessors per rating panel. This example would require

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three rating panels (nine total assessors if using three per panel) and three (3) days of assessment administration and an additional day for training.

While this system allows for many advantages (i.e., fewer assessors required, less staffing burden on the agency, greater standardization of rating panels, etc.), the one major concern is that this system allows for a potential breach of security should a candidate from day one inform other candidates in subsequent days of the content of the assessment. Certainly, this concern can be preempted by requiring candidate confidentiality agreements, but these are not a perfect protection. Therefore, we seek to inform agencies of the strengths and weakness of various models and select the system that best meets the needs and concerns of the agency. An alternate option is the use of a sequestered assessment model.

Sequestered Assessment Administration Model(s)

In a sequestered assessment, all candidates compete in a given exercise in a single day. A sequestering approach may utilize an a.m. arrival group and a p.m. arrival group. All candidates are sequestered in the process for 4-6 hours to ensure there are no security leaks. There are numerous variations on this approach. In the most typical version of this approach, all candidates are processed through all exercises in a single day. This approach becomes challenging with a large number of candidates but is entirely workable. For example, if there are 48 candidates scheduled for an assessment and two live exercises (with a third written exercise), a city would require six (6) rating panels to run the assessment and a large number of rooms. All exercises could be administered in a single day and the two live exercises could be evaluated on the first day. The written exercise could then be evaluated on a second day. If a third live exercise was introduced instead of a written exercise, nine (9) rating panels would be required in this example, assuming that 16 candidates could be processed by a panel in a single day.

Another variation on this approach is to require multiple days of participation by candidates. IOS has utilized this process with the Houston Police Department, the Atlanta Police Department, Washington D.C. Fire & EMS and the Buffalo Police Department. In this approach, candidate sequestering is again utilized, though candidates are required to attend the assessment across two or three days. This method can cut down on the number of rating panels needed as all candidates do not need to be processed in a given exercise in a single day.

The City of Houston employed this model with a 50-candidate lieutenant assessment center in 2010. IOS required participation by candidates across three consecutive days. A sequestering process was used within each day to ensure absolute test security. Candidates were "held" within the assessment for 3-6 hours each day. This process was accomplished in three days, while a fourth day was reserved for training. The disadvantage of this approach is that it is not as convenient for those competing in this process. The advantage of this approach is that a sequestered process can be utilized with only three rating panels.

A third variation employs the use of videotaping. While other vendors use this method as a primary assessment administration method, we have utilized this method on occasion to address a concern or solve a logistical issue involving the administration (or when required by contract). An advantage to this model is that the videotaping methodology allows the

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administrator to process more candidates in a day (upwards of 25 per room vs. 15-18) and allows for fewer rating panels to evaluate the exercise. With this method, the administration can be conducted as a sequestered process, with the ratings occurring over a longer period of time. A disadvantage to this model is that candidates far prefer interaction with live assessors than giving a presentation to a video-camera and they are less likely to rate the process as highly job-related.

In some instances, we have combined a videotaping approach with a multiple-day sequestering approach to gain further efficiencies.

In summary, IOS and our staff are experts in assessment center implementation. We will evaluate your situation and your preferences and recommend an appropriate approach. We have a great deal of experience with each approach and can work effectively with all methods.

IOS will produce all exercise materials needed for the administration of the assessment center and will develop an administration schedule that allows for the efficient processing of all eligible candidates through the assessment center in the most secure manner possible. IOS will work with the department to ensure that the administration schedule is effective based on personnel staffing and manpower concerns and any specific concerns that the department may have about test security.

While IOS will oversee the administration of the assessment center, candidates will actually be rated by assessors from outside agencies that hold a rank at or above the level of this target process. One of IOS primary jobs is to monitor assessor performance and to ensure standardized and reliable ratings are being obtained.

Candidate Feedback

IOS will be responsible for providing candidates with a written feedback report. This report will provide information about the candidates' performance on each assessment center exercise, each dimension and on the assessment overall. The report will also highlight assessor observations. Finally, the report will provide information about candidate strengths and developmental needs.

During the assessment center, assessors will be required to document the candidates' primary strengths and developmental needs for each assessment exercise. During assessor training, assessors will be instructed as to what information to include as feedback. Assessors will also be encouraged to highlight points for each assessment exercise that increased the candidates' performance for that scenario or decreased the candidates' performance. All comments will be screened to ensure that assessors are identifying behaviors that will be understandable to the candidate. This screening will also ensure that there are no inappropriate comments included in the candidates' feedback reports. Candidates will also be offered normative information so that they can compare their performance with that of the rest of their peer group. This information will assist the candidates in understanding the scale and how other candidates performed as a group.

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Investment



The following tables outline the costs associated with the project plan described in this proposal.

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South Miami, Florida Sergeant Promotional Process					
Police Sergeant (Estimated 30 candidates)					
Project Step	***Consultant Hrs.***	***Consulting Assoc. Hrs.***	***Tech. Wrtr. Hrs***	***Admin. Hrs.***	***Cost***
Job Analysis	***12***	***27***	***0***	***0***	**$4,500**
Incumbent interviews.	3	9			
Job analysis questionnaire development and admin.	4	8			
Analysis and technical reporting.	5	10			
Written Job Knowledge Examination	***13***	***14***	***59***	***0***	**$7,785**
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	2				
Draft 140 multiple choice questions based on exam plan.	2	8	48		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 110 questions and establish appropriate cut-off score.	3		5		
Administer exam.	5				
Score exam.	1	3			
Assist in designing/coordinating appeals process and respond to candidate appeals.		3	6		
Assessment Center Development	***63***	***43***	***0***	***8***	**$16,005**
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	32				
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	3				
Develop efficient assessment schedule and coordinate needs for assessment site.	2				
Recruit assessors and coordinate travel logistics (estimated 7-9 assessors to create 3 panels)		9			
Administer the assessment center (estimated 30 candidates: 3 days, 2 staff)	24	24			
Compile assessment scores and conduct quality controls.	1	4		4	
Develop candidate feedback reports.	1	6		4	
Candidate Orientation Presentation	***6***	***0***	***0***	***0***	**$1,170**
Prepare and deliver a candidate preparation/orientation presentation.	6				
Project Expenses					**$4,750**
Consultant travel-related costs		$4,550			
Administrative costs (shipping, freight, printing)		$200			
TOTAL PROJECT INVESTMENT					**$34,210**
Project Notes					
Job analysis is reccomended but may not be necessary if a current job analysis exists.					
Client will be responsible for providing a suitable site at which to conduct exams and assessments.					
Client will be responsible for assessor related costs.					

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Schedule of Hourly Rates - IOS 2020	
Category	***Rate***
Consultant/Industrial Psychologist	$195/hour
Consulting Associate	$80/hour
Technical Writer	$70/hour
Administrative Assistant	$35/hour

Details Regarding Proposed Pricing:
The cost information provided is based on the facts and figures that were provided in the request for proposals. Should the scope of services need to be changed/modified, or the candidate numbers increase, IOS will calculate any additional project costs, based on our published hourly rates, and submit a change order to the agency prior to engaging in additional work.

The proposed costs are fixed-firm and, unless the scope of work is modified, will be invoiced in total. IOS proposes the following invoice schedule: 1/3 upon contract execution, 1/3 upon development of the written examination, and 1/3 upon completion of the project.

IOS will provide counsel, deposition and expert testimony services for the purpose of defending the development, validation and administration of selection processes in which we participate. Following are the fees associated with these services:

Service	Fee
Expert counsel, deposition or expert testimony provided by a Ph.D. level Industrial/Organizational Psychologist.	$250/hour
Administrative services related to litigation support.	$25/hour

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Appendix A



Disclosures:

No selectmen or other officer, employee or person who is payable in whole or in part from the City currently has any direct or indirect personal interest in IOS.

IOS, nor any of our employees, have been named as a defendant in any litigation brought as a results of any contract operations for operations and maintenance.

IOS have never been terminated, fired or replaced on a project other than though contracts that have been terminated due to completion.

While we have served as experts, we have never been successfully challenged in litigation.



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Barzola, John

From: Linda Kroeger <lkroeger@psionline.com>
Sent: Wednesday, October 14, 2020 3:41 PM
To: Barzola, John; Aguiar, Jesus
Subject: RE: Promotion Test follow up from PSI

Follow Up Flag: Follow up
Flag Status: Flagged

John and Jesus,
I just spoke with PSI's VP Safety Solutions, Janet Echemendia, and she shared that her initial thought is that the promotion project we discussed would likely cost close to $45-50K. There are a number of questions we would need answered to give you specific cost, but this should give you an approximation.

Hope it's helpful.

Looking forward to hearing from you re; next steps.

Best.....

Linda Kroeger | Senior Sales Executive
PSI - Talent Measurement
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From: Linda Kroeger
Sent: Wednesday, October 7, 2020 2:39 PM
To: Barzola, John <JBARZOLA@southmiamipdfl.gov>; Aguiar, Jesus <JAGUIAR@southmiamipdfl.gov>
Subject: Promotion Test follow up from PSI

Hi John and Jesus,

It was a pleasure speaking to you both today about your Promotion Test needs.

LAW ENFORCEMENT PROMOTION EXAMINATION SERVICES

CONFIDENTIALITY STATEMENT

The data included in this overview shall not be duplicated, used or disclosed, in whole or in part, for any purpose except for use in this review, and as mandated by applicable law.

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Prepared by:

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Appendix A: Sample Technical Knowledge Examination Reading List Excerpt

Appendix B: Sample Technical Knowledge Test Items

Appendix C: Sample Essay Style In-Basket Exercise Item

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Appendix E: Sample Candidate Preparation Guide Table of Contents

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Appendix G: Sample Candidate Score Report

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I. SELECTION PROCESS OVERVIEW

PSI strongly advocates the use of multiple-testing modalities and instruments (i.e., the classic definition of an assessment center) for promotion testing. The use of multiple testing modalities most closely replicates the requirements of the job and reduces the impact traditional knowledge examinations may have on members of protected classes. PSI's customized promotional tests are linked directly to the requirements of the job (i.e., they are content-valid). The precise exercises developed are dependent on client need. However, PSI advocates the use of work simulation exercises (written and oral) and other measures (e.g., Internal Performance Review Boards) in addition to traditional tests of technical knowledge.

A. Job Analysis

To achieve a goal, one must first define the goal. Before designing a testing process to identify effective performers, we must first understand "effective performance" [in terms of the tasks to be performed and the knowledge, skills, abilities and personal characteristics (KSAP's) needed to perform those tasks]. Therefore, from a bottom-line perspective, the job analysis is the "due diligence" process and helps ensure that the testing system in which you invest is going to produce the results you expect (i.e., effective performers). From the best practice and legal compliance standpoints, and to support a content validation strategy, it is also critical to conduct a thorough job analysis before developing any personnel decision-making process. Linking test content to job content ensures you are making decisions on job-relevant characteristics and satisfies compliance requirements dictated by various legal statutes and guidelines (e.g., ADA, Civil Rights Act of 1991, Uniform Guidelines, APA Standards, SIOP Principles).

PSI's approach to promotional testing involves a content-oriented strategy of test validation. A content-oriented strategy rests upon a careful and detailed job analysis of the position, in which essential functions (e.g., important and frequently performed tasks) and the knowledge, skills, abilities and personal characteristics (KSAP's) that are prerequisites to task performance are delineated. This information enables us to:

- determine essential functions and develop a job description,
- identify the knowledge, ability and personal characteristic areas critical to job performance,
- determine precise specifications for each test component, and
- specify the weights to be allocated for each test component.

At the onset of the job analysis, copies of previous job analysis data, job descriptions, training materials and knowledge sources are gathered. The specific job analysis steps are as follows:

1) A **Preliminary Task List** is developed for the position. Job descriptions previously developed for the position (if available) serve as the starting point for the current task list, but PSI's extensive library of police supervisory and managerial task lists would also be referenced.

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2) **Interviews** are conducted for the position with a representative sample of incumbents and supervisors to refine the population of job tasks and contextual factors. Information concerning the requisite knowledge sources (including internal and external sources), abilities and personal characteristics is collected at this time. We typically interview approximately 10 incumbents and 1-2 supervisors. Based on these interviews, initial modifications are made to the preliminary task list.

3) **Task list panel reviews** are conducted with small, representative groups of incumbents in 2-hour sessions. The preliminary task list is presented for review after being modified by PSI based on the interviews. Any modifications identified based on the panel reviews are incorporated to create the final task list.

4) Separate **questionnaires** measuring task, knowledge, ability and personal characteristic requirements are distributed to representative samples of job incumbents via internal mail and returned to PSI for analysis. The following types of data are collected:

Task Survey
- Do you perform this task? If so…
- How frequently do you perform this task?
- How important is this task to successful job performance?
- Is this task required upon promotion, or taught on the job?

Ability/Personal Characteristic Survey
- How important is the ability/personal characteristic for successful job performance?
- For which of the job duties is this ability/personal characteristic important?

Knowledge Survey
- Do you use this knowledge source on the job?
- How important is this knowledge source to successful job performance?
- Does the information contained in this knowledge source need to be memorized for successful job performance?
- For which of the job duties is each overall knowledge source important?

5) **Data** collected from the interviews, and questionnaires are combined and **analyzed** to identify the following:

- Essential job functions (e.g., tasks that are performed by 50% or more respondents and are at least moderately important)
- Essential knowledge, abilities and personal characteristics
- Assessment content (i.e., test specification)
- Assessment component weighting

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For illustrative purposes, some of the abilities and personal characteristics repeatedly identified as essential to public safety professionals are provided in the table below.

Supervisory/Managerial Abilities	Personal Characteristics/Competencies
▪ Oral Expression	▪ Adapting & Coping
▪ Written Expression	▪ Communication
▪ Interpersonal Relations	▪ Decision-Making
▪ Information Analysis	▪ Initiative & Independence
▪ Judgment and Decision-Making	▪ Interpersonal Interactions
▪ Behavioral Flexibility	▪ Leadership
▪ Resource Management	▪ Professional Development
▪ Planning and Organizing	

B. Test Plan Specification

Measuring factors related to job performance is the goal of every testing process. Tests should measure important characteristics and do so in proportion to their relative importance. Based on job analysis data, we specify the most important job duties and tasks, as well as the most important underlying knowledge, abilities and personal characteristics. For example, information regarding knowledge sources serves as the basis of the test plan from which the technical knowledge tests, items and weights are derived. More specifically, only knowledge sources identified as important during the job analysis are used to create the technical knowledge examination. Furthermore, the number of items allocated to the various sections of the knowledge sources are based on the importance of the knowledge source as documented in the job analysis. Therefore, there is no question concerning the representativeness of the test items in relation to the job analysis, and, ultimately, to the job. The link runs directly from the job, as represented by the task statements, to the task duties, to the knowledge analysis, and finally to the test format, or plan, and subsequent test items. A similar approach is used to develop any assessment components (e.g., oral work samples) that are used.

A reading list is developed for the technical knowledge examination, outlining specific chapters or sections of each knowledge source to be studied, and specifying whether the information will be tested in an open or closed book format. An illustrative excerpt from a reading list for a Police Sergeant Examination appears in **Appendix A**. As indicated above, the information we gather helps us not only in the development of the reading list itself, but also in the development of the test plan specifying what specific sections of each source should be covered and how the information should be covered (i.e., in a closed- or open-book framework).

1. Technical Knowledge Examination. Understanding and correctly applying relevant laws, statutes, policies and procedures are critical to effective performance. Depending upon the information to be used, an incumbent must either recall the information from memory or be able to access and apply the information from a source (e.g., manual, book). To accurately simulate the

work environment, our technical knowledge examinations typically consist of both an open- and closed-book section. The contents of each section are based on the job analysis results.

Our closed-book tests usually consist of traditional, multiple-choice items with four response alternatives each. These items are designed to assess candidates' understanding of job-related technical knowledge that the job analysis indicates must be memorized, so no reference materials are available for use during this test. Closed-book items typically require candidates to apply department policies and procedures as well as general supervisory knowledge contained in textbooks (see **Appendix B** for written test question examples). Items on this test are drawn only from reference materials identified on the reading list as closed-book.

Our open-book tests usually consist of traditional, multiple-choice items with four response alternatives each. These items are designed to assess candidates' understanding of job-related technical knowledge that the job analysis indicates need not be memorized but can be looked up when needed. Open-book items require candidates to quickly access the relevant information from sources they would routinely have access to on the job (see **Appendix B** for written test question examples). Therefore, all reference materials included on the reading list are available for use during the open-book test. However, items on this test are only drawn from reference materials identified on the reading list as open-book.

Our Technical Knowledge Examinations usually consist of between 100 to 125 items. The distribution of closed-book and open-book items is based on the results of the job analysis. Typically, about half are closed-book and half are open-book. Approximately 1.5 minutes is allotted per closed-book item and 3 minutes are allotted per open-book item.

2. Written Work Sample/In-Basket Exercise. Prioritizing and responding to daily events, issues and incidents is an integral part of supervisory positions. This exercise presents candidates with various situations and/or forms and paperwork taken directly from important and frequently occurring tasks for the position. Candidates may be presented with a description of an incident or crime scene with accompanying diagrams and asked how the incident should be handled. Other items may relate to the preparation of an annual budget, revisions or additions to department policies and other reports required of incumbents (see **Appendix C** for a sample item). The precise format of the exercise (e.g., in-basket, scenarios) and the content of the materials (e.g., memo topics, tasks) depend upon the job analysis results. These exercises, however, frequently involve both types of activities (i.e., in-basket and scenario-based items). For smaller administrations and upper level positions (e.g., Captain/Commander) with increased importance of written communication skills, we suggest that this exercise be developed such that candidates provide their answers in an essay or written format for evaluation by a panel of assessors. For essay style evaluations, we develop scoring standards which are reviewed, if possible, by a panel of internal Agency personnel.

3. Oral Work Sample Test. The oral work sample exercises simulate a subset of the job's core responsibilities (e.g., subordinate conference, incident supervision, group meeting). During each exercise, candidates are assessed by a panel of trained raters (using behaviorally anchored rating scales) on the underlying supervisory/managerial abilities required to successfully perform these tasks. The final oral work sample score represents a combination of scores from

multiple raters, exercises and abilities. The specific format and content of the oral exercises is based upon the results of the job analysis. Oral work sample exercises that are considered, depending on the results of the job analysis, include:

a. Performance Discussion (Subordinate Conference) Exercise. Effectively managing a subordinate's performance is a critical aspect of any supervisory position. The Performance Discussion Exercise requires candidates to interact with a subordinate whose performance is sub-standard or who has displayed disciplinary problems. The candidate assumes the role of a newly promoted incumbent and is presented with background information concerning the subordinate's performance and job record prior to meeting with the subordinate. Each candidate is required to conduct a short meeting (around 15 minutes) with the subordinate (played by an assessor) in order to address the performance or discipline issue. To ensure consistency across candidates, the subordinate role-player is provided with a script containing standardized responses. It is the candidate's responsibility to manage the interaction to an effective conclusion. An example of a Performance Discussion Exercise is provided in **Appendix D**.

b. Incident Supervision Exercise. Directing the effective resolution of critical events in the field to preserve public safety, minimizing the risks to personnel and ultimately enhancing public confidence is central to a Department's success. This exercise presents candidates with a short incident brief (similar to information contained in an initial response call) approximately 10 minutes before the exercise begins. Once the exercise starts, candidates typically have 7 to 10 minutes to present their initial strategy for handling the incident (e.g., resources requested, tactics used, agencies contacted) and bringing it to a successful resolution. Depending upon administrative details, assessors may then provide candidates with an update describing the progression at the scene that the candidates must incorporate into their response. To complete the exercise, assessors may ask all candidates a series of standardized follow-up questions for approximately five minutes. Total exercise time is typically about 15 minutes. An example of an incident supervision scenario is provided in **Appendix D**.

c. Department/Community Relations (Group Meeting) Exercise. Developing and maintaining constructive professional relationships is increasingly important in today's public safety environment. This exercise requires candidates to interact with a group of community members, peers or colleagues (portrayed by assessors) concerning a subject of significance (e.g., service quality, response time, training deficiencies, events). Candidates are responsible for working effectively with the group members to achieve resolution to the issue or agreement to a course of action (as the situation dictates). This exercise is usually conducted in about 15 minutes. An example of a group meeting scenario is included in **Appendix D**.

d. Structured Interview Exercise. This type of exercise requires candidates to respond to a series (around 5 or 6) of job related questions. Two types of questions may be included in the exercise: behavioral and situational. The behavioral questions ask candidates to describe how they have handled specific situations in the past. The situational questions ask candidates to describe how they would handle situations that may arise in the future. Candidates are given approximately 15 to 20 minutes to respond to the interview questions. Sample interview questions are included in **Appendix D**.

4. Internal Review Board Test. Candidates' work history, experience, past performance, and job-related training and development, as they relate to potential success in the next higher rank, can be rich sources of information. The problem with such data is that they are not typically organized or evaluated in a structured or standardized manner. The internal review board process provides the necessary structure and standardization. Using a pre-defined format/outline, candidates provide job-related information in the form of a written personnel packet and, if desired, a face-to-face presentation. For example, candidates may be asked to document and/or describe their accomplishments in their current rank; the specific skills, abilities, and knowledge they possess that enhance their readiness for promotion and other aspects of their performance history and capabilities. Trained internal assessors review the personnel packet (approximately 15 minutes), listen to the presentation made by each candidate (approximately 15 minutes), and may pose a series of follow-up questions to each candidate. Assessors are then typically given 20-30 minutes to make independent ratings on behaviorally anchored rating scales covering such aspects of performance history and personal characteristics as Motivation, Attention to Duty, Corporate Citizenship, Supervisory Readiness based on the information contained in the personnel packet and orally presented by the candidate.

C. Test Development and Review

Technical Knowledge Examination items, Written Work Sample scenario based or in-basket items, Oral Work Sample scenarios and the content of the Internal Review Board are developed by PSI based on test plan specifications derived through the job analysis and consultation with clients. Over the past 25 years, PSI has developed a detailed set of guidelines for the development and review of test items and work sample scenarios/content.

All items and work sample scenarios reviewed by PSI undergo a series of steps to ensure:

- Technical accuracy
- Cultural fairness
- Appropriate reading level
- Job relevance (links to job analysis)
- Organizational appropriateness

First, each technical knowledge examination item is reviewed to ensure that the correct item construction has been used, it has been keyed correctly and professional testing procedures have been employed. Three PSI members conduct this review to ensure that all critical issues are identified and all necessary modifications are made. In addition, an educational psychologist who specializes in the evaluation of tests for cultural fairness, reviews all technical knowledge examination items and work sample scenarios for wording and characteristics that might pose a problem for minority or female candidates. Third, a reading level analysis of all items and scenarios is conducted using an accepted readability program. Examination items and scenarios are targeted to be at a level that is equal to or slightly lower than the average reading level of the materials used on the job. By targeting materials at these levels, we restrict the effect that reading speed and comprehension might have on test scores. This ensures that the relevant KSAs, and not reading ability, are measured by test components. Finally, if permitted, a review of all items and scenarios is conducted with internal subject matter experts (SMEs) to address issues of organizational appropriateness (job relevance). Although PSI develops its own links between the

test items/scenarios prepared and the job analysis results via the test plan specifications, the advantage of the participation of internal SMEs in the review process is obvious. Each item and scenario is examined by SMEs on those aspects that might raise objections before being used. In addition, SMES can help establish links between the test content and job domain, with particular attention to discrepancies between policy and actual practice that may only be apparent to SMEs.

D. Candidate Preparation

Just as world-class athletes work with personal trainers to prepare for competition, today's public safety professionals invest large amounts of personal time and energy preparing for promotional assessments. Providing information regarding the content and logistics of each examination component helps ensure that all candidates are on equal footing when they take the examination, thereby representing an effective step toward the reduction of adverse impact. Agencies that acknowledge the commitment of their candidates and recognize the criticality of ensuring equal access to information provide "comprehensive training assistance" to their members and often see an increase not only in the caliber of candidates, but also in the general force. Formal candidate preparation programs minimize superficial performance differences, such as mistakes made because of being unfamiliar with a type of test, careless errors, or improperly allocating study time based on rumor and/or "others' experiences."

Our recommended program includes a description of the strategies that candidates can use to develop their KSA's to enhance examination (and job) performance as well as the following:

- KSA's assessed
- Types of questions asked
- Approximate number of test questions
- Approximate length of the test(s)
- Practice items and exercises
- Suggested responses

This information is typically presented in a self-paced Candidate Preparation Guide (see sample Table of Contents of a Candidate Preparation Guide in **Appendix E**). When feasible, we also recommend additional on-site orientation or tutorial programs. There are several forms, ranging in depth that these on-site programs can take.

- The most extensive tutorial program consists of classroom-style training sessions to be offered on-site to test candidates. PSI staff train a cadre of agency trainers to facilitate the tutorial program. This version of the tutorial program consists of two, 2.5 hour sessions. The trainers are trained during a day-long session.

- If preferred, PSI can develop a condensed version of the classroom style sessions, to be administered in a single session (4 hours). The information covered in this style of session is similar to that covered in Option 1, but is presented in a single session, which may, or may not, be more convenient for attendees.

- Finally, PSI can provide a general structured orientation session in which administrative details of the examination process are covered and questions are answered. For example, the orientation process covers the types of tests to be administered, the rules for administration and all applicable guidelines regarding the process. PSI also ensures that all candidates are aware of the stand-alone study guide and reading list.

E. Test Administration and Assessor Training

Efficiency, security and standardization are the primary test administration goals PSI will help you achieve. PSI staff will work closely with your Department to develop the most efficient administrative system for the promotional process. Whenever possible, we recommend that all candidates complete all phases of the testing process and we suggest administering the written examination to all candidates in a single testing session. This approach maximizes test security. We can also work with your Department to develop a multi-session approach, where two testing sessions will overlap slightly, thereby ensuring that candidates from the first session do not interact with candidates from the second session.

For Oral Work Sample Tests, we suggest that a three-member panel of trained assessors evaluate each exercise. Most agencies use external SMEs on a reciprocal-exchange basis to conduct oral work sample simulations. On occasion, some agencies may include one or more internal SMEs on their panels. Regardless of whether all external SMEs, or a combination of external and internal SMEs, are used on the Oral Work Sample panels, the gender and racial make-up of each assessment panel should match the make-up of your Department, or over-represent protected classes. For Written Work Samples, we suggest that an independent panel of two assessors be used to evaluate the responses to the written essay-style work sample. Finally, for the Internal Review Board, we suggest that a panel consisting of 3-4 internal SMEs at the level of Lieutenant or Captain and higher, and representative of your Department with respect to race and gender, be convened to conduct the assessments.

The number of panels needed is a direct function of the number of candidates being assessed and the length of the assessment process (number of days). Ideally, one panel would be convened for each exercise/test enabling each panel to evaluate every candidate on a particular exercise (e.g., Panel 1 always rates the performance discussion, Panel 2 always rates the incident supervision, etc.). This is the model that is followed when a relatively small number of candidates is involved. In cases where greater candidate numbers are involved, time and resource constraints often necessitate the formation of multiple “parallel” panels. We have devised training techniques that minimize potential board differences whenever multiple boards are required. We can also examine resulting data and standardize scores as necessary across boards to account for possible board effects. A sample oral administration schedule is provided as **Appendix F**. This sample is based on each board processing 10 candidates per day. When necessary, we have processed as many as 15 or 16 candidates through each board per day (by shortening exercise and evaluation time, and lengthening assessment days) to minimize the number of assessment days required.

Administrations are immediately preceded by training conducted by PSI staff. The assessors will be trained by PSI personnel on the following areas:

- Your department's culture, structure and job requirements (tasks and KSAO's)
- Assessment logistics and procedures
- Oral exercises and related materials
- Attributes measured including rating scales and standards to be used (including rating mock candidates to develop common frame of reference)
- Correct observation and evaluation of behavior
- Recording of notes and of scores
- Possible biases/errors raters can make
- Use of the results
- Candidate preparation activities

With respect to the distribution of responsibilities for administrations, the following assumptions are usually made:

PSI would:	The CLIENT would:
Train test monitors	Locate and secure all testing and training facilities
Have a representative on site for the first day of written and oral testing	Locate and secure all test monitors ❑ 1 monitor per 25 candidates (written) ❑ 2-4 monitors for Oral Board
Produce all test materials and instructions	Locate and secure all assessors and related costs (travel, food) ❑ 3 assessors per panel ❑ no. of panels per exercise depends on the no. of candidates ❑ 2 assessors for written work sample
Train all assessors	Notify candidates of testing schedule(s)
Develop administrative guidelines and train administrators	

This arrangement maximizes efficiency and minimizes costs for your Department. However, PSI frequently assumes responsibility for assessor acquisitions and travel related expenses as well as for making all assessor travel related arrangements (e.g., flights, lodging, per diem). Therefore, if your Department is interested in alternate arrangements, PSI would be happy to discuss these.

F. Candidate Appeal Process

Perceived fairness of the testing process is often enhanced when candidates are given the opportunity to submit questions regarding the process. At the same time, clear guidelines should be established and activities should be conducted in a controlled environment to minimize security risks and maximize integrity. We recommend that candidates review their examination materials in

a supervised location and submit appeals to questions prior to receiving their scores. Appeals regarding content should be limited to assessment instruments with pre-defined correct and incorrect answers (i.e., multiple choice style tests). For components relying upon assessor evaluation, candidates may appeal matters of procedure (e.g., session length, study time) but not individual assessor ratings.

Once appeals are collected, PSI staff review the appeals, provide relevant reference material, summarize any statistical data and formulate a recommendation. Your Department, in consultation with PSI, would render final dispositions on all appeals.

G. Assessment Material Security

We fully recognize the security concerns faced by public safety agencies involved in testing and follow a prescribed set of steps to preserve the integrity of our testing processes. Specifically, the following steps are taken:

- All client project members sign a confidentiality agreement.
- Electronic storage drives (and files) are password and firewall protected.
- Hard copy assessment materials are maintained in locked storage rooms at PSI.
- Assessment materials are personally transported in secure containers whenever possible and tracked when sent with a courier.
- Test booklets are numbered and counted before, during, and following administration.
- Test booklet numbers are recorded on candidate answer sheets.
- Monitors are trained on appropriate test material accounting procedures.
- Candidates are prohibited from using electronic communication devices at test sites.

In short, our processes and past experience indicates that we can ensure the security of the assessment materials.

H. Scoring and List Production

Accurately scoring test instruments, combining data across assessments and producing final eligibility lists is of utmost importance. Our team of data analysts follow standard procedure to ensure accuracy of scores and report on results.

PSI data verification procedures are extensive and include the following steps:

- Agencies are asked to ship data via a secure courier (e.g., Federal Express) or to have a staff member transport the data by vehicle when possible. When test data are shipped, we strongly urge agencies to duplicate and temporarily retain all answer sheet copies prior to shipment in the event of any shipping problems.

- Once received, the candidate count is verified to ensure all answer sheets are accounted for before being processed. We also request that all test materials used in the administration be retained until this accounting process is complete.

- Prior to scanning the data, ALL answer sheets are visually inspected for potential problems (e.g., ripped answer sheets, missing background information, etc.) that can cause scanning or scoring problems if not rectified.

- Answer sheets are then scanned using NCS OpScan 5 double-sided scanners. We use the scanner to scan each answer sheet twice and compare results. Discrepancies between the two scans are examined manually and the value actually appearing on the scan sheet is selected (discrepancies are infrequent, and, when they occur, are caused by light marks and erasures).

- Once the data is scanned and cleaned, the data is processed by SPSS (a sophisticated statistical scoring and analysis system). Scores are generated using programs submitted to SPSS that have been checked and double-checked.

- Once scores are generated by SPSS, several scores at the low end of the score range, high end of the score range, and in the middle of the score range are hand-scored to confirm the accuracy of the automated scoring process and resulting list.

The standard timeframe for this service is two weeks to ensure adequate time to conduct the necessary quality assurance steps.

I. Candidate Score Reports

Summarizing candidates' examination scores and dimension-level performance, and providing general developmental comments are important parts of the assessment process. Career-focused candidates can use this information to modify their performance in future testing situations and more importantly, on-the-job. The candidate score reports include:

- a detailed explanation of the process used to derive candidates' scores,
- a summary of the performance of all candidates so that candidates can get a sense of how they performed in comparison to the overall testing group,
- a score report page providing candidates with their overall scores, test component scores, and scores on elements within each test (e.g., Oral exercises and dimensions),
- feedback regarding written test items and associated sources that the candidate answered incorrectly on the technical knowledge examination, and
- narrative feedback and developmental suggestions.

Sample elements of a score report appear in **Appendix G**. Score reports are prepared for each candidate. The score reports are provided to your Department for distribution to candidates within two weeks of delivering the final eligibility list.

J. Assessment Review and Adverse Impact Reduction

Technical accuracy, maximizing job and organizational relevance and reducing the chance of adverse impact are three goals of our test review process. In addition to technical reviews to ensure that correct item/scenario construction has been used, multiple-choice items have been

keyed correctly, and professional testing procedures have been employed, the following mechanisms are employed to maximize test fairness and minimize adverse impact:

- **Cultural Bias Review**: All items/scenarios used in our assessments are thoroughly reviewed by a psychologist with expertise in the development of culture fair tests for wording and characteristics that might pose a problem for minority or female candidates.

- **Reading Level Analysis:** A reading level analysis of all examination items/scenarios is conducted using an accepted readability program. Assessment items and text are targeted to be at a level that is equal to or slightly lower than the reading level of the materials typically used in law enforcement departments. By targeting materials at these levels, we are able to restrict the effect that reading speed and comprehension may have on test scores. This ensures that the relevant KSA's and not reading ability are being measured by the test.

- **Organizational Review**: All items and scenarios are reviewed by internal SMEs, if permitted, for technical accuracy and appropriateness for use, and to ensure the parallel nature of Oral exercises. The advantage of such a process is obvious. First, the integrity of the test will only be enhanced since internal SMEs have been involved in the review of test items/scenarios. In addition, each item/scenario is examined on those aspects that might raise objections before being used.

- **Generous Time Limits for Tests**: Generous time limits are used on all test components to reduce the impact of reading ability on test scores. As a matter of practice, we develop time limits that would allow all, or in the case of severe outliers, virtually all, of the candidates to complete the testing process.

- **Candidate Preparation**: We use a candidate preparation guide, reading list, and orientation program to delineate exactly which subject matter areas need to be studied and provide suggestions of ways in which the candidates' preparation time might best be utilized. These materials include tips designed to minimize differences in "test wiseness" that may exist between candidate groups, sample items and exercises and suggested responses to those items/exercises.

- **Alternate Test Formats:** We suggest the introduction of alternate selection devices beyond traditional multiple-choice technical knowledge tests to include oral simulations and an internal review board which are not only job-related, but tend to have less impact on minority groups.

- **Proportional or Over-representation of Protected Class Groups**: We seek to ensure proportional or over-representation of protected class groups in all data collection (e.g., job analysis) and test administration (assessment panel composition) processes.

K. Validation Strategy

Making employment decisions based upon job-related criteria is critical from both the organizational ("Is this the best person for the job?") and legal standpoints ("have we complied with relevant statutes and guidelines?"). All of the documentation and links necessary to establish a strong content validity argument are present in the process, and documented in a final project

report. From a content-validity standpoint, we use job analysis data to link test activities to job requirements. The documentation and links include:

- Identifying the activities (duties and tasks) performed by incumbents and the requirements (knowledge, abilities, and personal characteristics) needed to perform them
- Determining the relative criticality to job performance of the various job activities and requirements (knowledge, abilities, personal characteristics)
- Developing test plan specifications that assess critical activities, knowledge areas, ability areas and personal characteristics
- Using the test plan specifications directly to develop the final examination components

Criterion-related validation is often not feasible for promotional examinations given issues surrounding test security.

L. Project Report

Documentation of project activities and related data ensures that your Department understands the process used, has sufficient information to address potential challenges and is in compliance with professional standards. A final validation report can be prepared to describe and document the development, administration and validation of the examination. The project report would document all project activities and would be structured around the legal requirements of Title VII, the Uniform Guidelines and other relevant authorities, and professional testing practices. In projects similar to this one, clients have used our project reports as a first line of defense against legal challenges to test validity. As an alternative, project documentation can be maintained at no cost until such time as a formal report may be required.

M. Concluding Statement

We develop solutions that identify the best candidates for the position while gaining candidate trust and minimizing adverse impact. Since 1972, the identification of top performers through job-related comprehensive assessments has been our legacy. Developing effective human resource management systems based on best practice, research, and the law is our hallmark. We offer the breadth of services (e.g., competency modeling, internet-based recruiting, managerial development, performance management) of an established consulting firm and the depth of knowledge of highly specialized and trained public safety staff. We have been recognized as experts both in our profession and in various Federal District Court cases. Our research identifies us as leaders in the field of testing and validation. We have never failed to complete a contract.

Appendix A

Police Reading List for the Examination for Promotion to the Position of Sergeant

(THIS IS ONLY AN EXCERPT – IT IS NOT A COMPLETE LIST OF SOURCE SECTIONS ***)***

Police Directive Manual		
Directive 1: Law Enforcement Role and Authority	*	CLOSED
Directive 2: Jurisdiction and Mutual Aid	*	CLOSED
Directive 15: Planning and Research, Goals and Objectives, and Crime Analysis	OPEN	*
Directive 16: Allocation and Distribution of Personnel and Personnel Alternatives	*	CLOSED
Directive 25: Grievance Procedure	OPEN	*
Directive 26: Disciplinary Procedures	OPEN	*
Directive 35: Performance Evaluation	OPEN	*
Directive 41: Patrol	*	CLOSED
Directive 42: Criminal Investigations	*	CLOSED
Directive 43: Vice, Drugs, and Organized Crime	*	CLOSED
Directive 45: Crime Prevention and Community Involvement	*	CLOSED
Directive 46: Critical Incidents, Special Operations, and Homeland Security	*	CLOSED
Directive 54: Public Information	*	CLOSED
Directive 55: Victim-Witness Assistance	*	CLOSED
Directive 71: Processing and Temporary Detention	*	CLOSED
Directive 81: Communications	*	CLOSED
Directive 83: Collection and Preservation of Evidence	*	CLOSED
Agreement with Fraternal Order of Police		
Grievance Procedure	OPEN	*
Disciplinary Action	OPEN	*
Internal Investigation	OPEN	*
Holidays with Pay	OPEN	*
Sick Leave	*	CLOSED
Hours of Duty - Overtime Compensation	OPEN	*
Safety and Health	*	CLOSED

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Appendix A

Title 11 – Crimes and Criminal Procedure, Criminal and Traffic Law Manual		
Chapter 2. General Provisions Concerning Offenses	OPEN	*
Chapter 5. Specific Offenses	OPEN	*
Chapter 19. Arrest and Commitment; Fresh Pursuit	*	CLOSED
Chapter 23. Search and Seizure	*	CLOSED
Chapter 35. Witnesses and Evidence	OPEN	*
Title 16 – Health and Safety, Criminal and Traffic Law Manual		
Chapter 9. Abuse of Children	OPEN	*
Chapter 47. Uniform Controlled Substances Act	OPEN	*
Chapter 51. The Department of Health and Social Services	OPEN	*
Chapter 67. Authority of Fire Departments and Fire Police Within the State	*	CLOSED
Title 21 – Motor Vehicles, Criminal and Traffic Law Manual		
Chapter 7. Enforcement; Arrest, Bail and Appeal	*	CLOSED
Chapter 21. Registration of Vehicles	*	CLOSED
Chapter 27. Driver's License	OPEN	*
Chapter 28. Habitual Offenders	OPEN	*
Chapter 41. Rules of the Road	OPEN	*
Chapter 67. Theft, Unauthorized Use and Damage to Motor Vehicles	*	CLOSED
Chapter 68. Registration and Control of Off-Highway Vehicles	*	CLOSED
Chapter 69. Removal of Motor Vehicles from Public Highways by Police	*	CLOSED

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Appendix B

SAMPLE TECHNICAL KNOWLEDGE EXAMINATION
CLOSED-BOOK TEST ITEMS

1. Officers may resort to the lawful use of firearms when they reasonably believe that it is necessary to:

   A. defend themselves against physical force.
   B. defend a third person against physical force.
   C. prevent the escape from custody of a person attempting to escape by the use of a deadly weapon.
   D. prevent the escape from custody of a person who has committed a felony, whether or not it involved the use of a deadly weapon.

2. When weighing the issues of probable cause in domestic violence incidents, officers should keep in mind that:

   A. the standards for determining probable cause in these cases are more stringent than in other criminal actions.
   B. in the absence of contradictory evidence, the victim's willingness to sign a complaint constitutes probable cause for an arrest.
   C. in cases of marital co-ownership, charges can be placed solely for property destruction only when damage to the victim's property exceeds 500 dollars.
   D. in cases of mutual combat in which one cannot determine the primary aggressor, it is preferable to charge neither party than to charge both.

3. If, after a suspect in custody has been given Miranda Warnings, the suspect elects to remain silent and does not wish to consult with an attorney, officers may:

   A. only re-approach the suspect if the suspect initiates further communication.
   B. re-approach the suspect after waiting a reasonable period of time and re-advising the suspect of his/her Miranda Warnings.
   C. not initiate any further contact with the suspect.
   D. not initiate any further contact with the suspect until the suspect has had an opportunity to confer with an attorney.

4. While monitoring your Department radio, you notice that one of your officers has failed to acknowledge an assignment from the Dispatcher. As the officer's immediate supervisor, you are responsible for:

   A. locating the officer and conducting a preliminary check of the working condition of the officer's radio.
   B. personally handling the radio assignment and then initiating disciplinary action against the officer, if appropriate.
   C. checking on the welfare of the officer and then advising the Dispatcher of the situation.
   D. preparing a memorandum to the Section Commander, summarizing the assignment and reasons why the officer failed to respond.

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5. A person is guilty of burglary in the first degree if the person:

   A. is homeless and forcibly enters an apartment building to sleep in the basement.
   B. lives in a rooming house and enters another resident's occupied, unlocked room to steal a wristwatch.
   C. enters a store during business hours, hides until the store closes, and then steals a diamond necklace.
   D. forcibly enters a bank through the roof at 3:00 a.m. to steal cash from the vault.

SAMPLE TECHNICAL KNOLWEDGE EXAMINATION
OPEN-BOOK TEST ITEMS

1. One of your officers fails to qualify with the Department-issued handgun. As a supervisor, it is your responsibility to:

   A. ensure that the officer is detailed to the Firearms Training Section until the officer completes the qualification course.
   B. confiscate the officer's ID folder and badge, and place the officer on restricted duty, until the officer qualifies.
   C. immediately forward the officer's ID folder and badge to the Material Supply Section, after placing the officer on suspension status, until the officer qualifies.
   D. provide remedial handgun qualification training for the officer until the officer qualifies.

2. A supervisor has identified a member suspected of abusing sick leave. The first step the supervisor should take is to inform the member that he/she has established a pattern of suspected sick leave abuse and to:

   A. give the member a chance to explain.
   B. give the member a reasonable period within which to demonstrate some improvement in attendance.
   C. notify the member that a medical excuse will be required for further absences.
   D. warn the member that formal charges will be filed if any more unexcused absences are taken.

3. During a scheduled road check, a probationary officer asks you about the proper usage of dealer plates. You would be correct in advising him that dealer plates may:

   A. be used by the purchaser of a vehicle for a period of up to seven days after taking possession of the vehicle which will be registered in an adjoining state.
   B. be used for the purpose of delivering a vehicle to a location for the installation of security equipment.
   C. not be used for the purpose of operating a vehicle after it has been repossessed and is being delivered.
   D. not be used for the purpose of testing a vehicle for various systems, functions or features.

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4. A 16-year-old male was suspected by officers of being involved in the sale of narcotic drugs. One day, an officer stops the youth on a minor traffic violation and requests permission to search the vehicle he is operating. The youth agrees. Upon searching the vehicle, the officer finds a quantity of cocaine. Under these circumstances,:

   A. the search was bad, because juveniles are not considered by the court to be capable of consenting to any search.
   B. the cocaine will be inadmissible, because a youth cannot consent to such a search without a parent or guardian being present.
   C. the court hearing the matter will consider the totality of the circumstances in determining the voluntariness of the youth's consent to the search.
   D. the evidence seized must be deemed inadmissible unless the youth's parent or guardian gives post facto authorization for the search.

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Appendix C

SAMPLE ESSAY STYLE
IN-BASKET EXERCISE ITEM

The following is an example of the types of items that can be included in the **Written In-Basket Background Information Packet**. This is only one example of a variety of documents that can be included.

Phone Call Message

Date: Wednesday, June 5, 2002, 0925 hours
To: Captain Howitt
Fm: Inspector Beckett

"I received a phone call this morning from the leader of a national animal rights group who was complaining because the group's demonstration at the Capitol was interrupted yesterday by teenagers throwing eggs and yelling obscenities. The animal rights group is planning a demonstration again at 12:00 pm today and does not want to have the same problem. Please handle the situation."

The following is an example of the types of questions that may be included in the **Written In-Basket Response Booklet**. This is only one example of a variety of questions that may be included.

"What actions would you take with regard to the phone call message in your in-basket? Describe the actions as fully as possible."

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SAMPLE ORAL WORK SAMPLE PERFORMANCE DISCUSSION EXERCISE

You are a newly promoted sergeant assigned to a particular division for the past two months. During this time, you have gained a good understanding of your job and responsibilities, as well as the basic capabilities of the subordinate officers under your supervision. You feel that most of your subordinates are hard-working, and overall you are pleased with the way things are going.

However, some officers who have worked with one particular officer, Officer Mickelson, have come to you suggesting that Officer Mickelson is "just not officer material." Officer Mickelson has been on the department for 9 months. Other officers have complained about a number of problems including: failure to back them up properly, inability to communicate with citizens and suspects, and inadequate knowledge of policies and procedures (especially those dealing with evidence handling at the scene of a crime). The detective unit has also reported to you that Mickelson has displayed some evidence handling deficiencies.

This morning you compared the Tape Loggers and the Radio Logs and found that Officer Mickelson did appear to have slow response times when backing up other officers. One particular incident occurred last week when Officer Mickelson took ten minutes to respond to a burglary call even though Mickelson was only three blocks away. By the time Officer Mickelson had arrived, the suspect had already fled the scene. Records also indicated that Officer Mickelson's fingerprints were found on some articles which Mickelson was supposed to package at the scene of yet another recent incident.

The officers also report that they have put up with this behavior for the past nine months and are tired of it. They claim that they made complaints to the previous sergeant but that no action was taken. You feel that this situation must be brought under control before it gets any worse.

You have decided to hold a private meeting with Officer Mickelson to discuss the situation and work toward a resolution. One member of the board will assume the role of Officer Mickelson. He/she will be introduced to you when you enter the room. Remember, you have 15 minutes to complete this exercise. It is up to you to keep track of the time.

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SAMPLE INCIDENT SUPERVISION EXERCISE

Instructions

When you appear before the board you will be asked to provide an assessment of the incident presented below and an indication of what you would be thinking as you respond to the scene. You should discuss your options for responding and identify any additional resources you would need. After you complete your initial response, the assessors will present you with an update that may affect your initial assessment of the incident. Keep in mind that if you have not completed your initial response within 5 minutes, the assessors will interrupt you to present you with the update. You will have the remaining time to respond to this update. Your entire response must be completed within the 10-minute time period.

Incident

You are a newly promoted sergeant in the Police Department. It is Wednesday morning and you are at your desk responding to emails and monitoring the radio. At approximately 10:00 a.m., the dispatcher advises you that a suspicious package has been found at the foreign embassy. A janitor found the package while preparing a meeting room for a meeting that is to begin at noon. He called the police as soon as he found the package hidden in a plant situated next to the conference table. Several high level embassy officials are scheduled to attend the meeting. You advise the dispatcher that you are responding to the scene. While en route to the scene, the dispatcher informs you that Officer Quinn and Officer Sanchez have arrived on the scene and that Officer Quinn has confirmed the existence and location of the suspicious package.

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SAMPLE CANDIDATE HANDOUT DURING INCIDENT COMMAND EXERCISE

Instructions

Based on the information presented below, provide us with an updated assessment of the situation and an indication of how you would proceed at this point. Again, discuss your options for responding and identify the additional information or resources you may need. Finally, identify the reporting/notifications that will be necessary and the training/equipment issues that will require follow-up, once the scene has been stabilized.

Incident Update

Upon your arrival to the scene you receive an update from the dispatcher that the Fire Department has just been notified and should arrive at the scene within several minutes. In the meantime, rumors have been spreading about a bomb in the building. The officers have been trying to keep embassy employees calm; however, the employees have now started to panic and are fleeing the building. One employee tells you that the Embassy has received similar threats over the past few weeks. In addition, you notice that a large crowd of curious by-standers has started to gather around the building. As you take command of the scene, a local news reporter approaches you.

Take a little time (e.g., 30 - 60 seconds) to think about the situation and then respond.

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SAMPLE ORAL WORK SAMPLE GROUP MEETING EXERCISE

You are a newly promoted sergeant, assigned as a supervisor in a patrol division. During the past few weeks, you have been receiving numerous complaints from the business merchants in Hills Plaza regarding the lack of a police presence in the area of their businesses. One of their main concerns is the Wilks Bar and Grill, a liquor licensed establishment that has been a source of problems for years. In particular, the merchants are complaining about the loud music, under-age drinking and open drug dealing outside of the location. According to the merchants, potential customers are afraid to frequent the business area, particularly at night. Fights are a common occurrence, and the business community is extremely upset over a perceived lack of support from the Police Department.

You have done some research into the problem and discovered that your officers have made some arrests in the area, but the problem never seems to diminish. When your officers do respond they disperse loiterers and, when appropriate, make arrests. However, as your officers have told you, they can't be everywhere at once.

In an attempt to address the issue, you assigned an extra police car, when one was available, to patrol the Hills Plaza business area. The merchants appreciate the occasional extra car, but they see it as a temporary fix. What they actually want is a permanent foot patrol officer assigned to their area. You are now beginning to hear rumors that the members of the Hills Plaza Business Association are prepared to take their complaints to the Mayor.

In an effort to address their concerns, you inform your Lieutenant that you would like to have a meeting with the Hills Plaza Business Association. The Lieutenant agrees that such a meeting would be constructive, but warns you that current personnel levels are strained, and it is highly unlikely that any additional personnel can be assigned to the area. Nevertheless, the Lieutenant gives you the go ahead for the meeting.

You are now about to enter a meeting of the Hills Plaza Business Association. Three members of the Oral Board will assume the roles of members of the Association. They will introduce themselves to you when you enter the room. You should be prepared to answer their questions, evaluate their suggestions and respond to their objections. Remember that you have ten minutes to complete this exercise, and that it is your responsibility to keep track of time.

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SAMPLE ORAL WORK SAMPLE STRUCTURED INTERVIEW EXERCISE QUESTIONS

The following is an example of the types of questions that can be included in the Structured Interview Exercise.

Behavioral-Type Questions

1. Describe a recent situation when you had to evaluate information. What factors did you include in your evaluation?

   - Follow-up to #1: What other information would have been useful to guide your analyses?

2. Describe a difficult decision that you had to make recently. What information did you seek before you made your decision?

   - Follow-up to #2: What was the result of your decision?

Situational-Type Questions

1. Assume that as a newly promoted Sergeant you receive information from a reliable source that one of your employees is stealing from the Department. How would you handle this situation?

   - Follow-up to #1: What factors might influence your decision?

2. Assume that as a newly promoted Sergeant you have been assigned to meet with a business owner about your community policing efforts in the area. How would you handle this meeting?

   - Follow-up to #2: What would you do to prepare for any obstacles that you may encounter?

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SAMPLE CANDIDATE PREPARATION GUIDE
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SAMPLE ORAL ADMINISTRATION SCHEDULE

Candidate	Report (15)*	Prep (35)*	Break (5)*	IC (15)*	Break (5)*	SC (15)*
1	7:45-8:00	8:00-8:35	8:35-8:40	8:40-8:55	8:55-9:00	9:00-9:15
Evaluate (25)*				8:55-9:20		9:15-9:40
2	8:25-8:40	8:40-9:15	9:15-9:20	9:20-9:35	9:35-9:40	9:40-9:55
Evaluate				9:35-10:00		9:55-10:20
3	9:05-9:20	9:20-9:55	9:55-10:00	10:00-10:15	10:15-10:20	10:20-10:35
Evaluate				10:15-10:40		10:35-11:00
15-Minute Break				10:40-10:55		11:00-11:15
4	10:00-10:15	10:15-10:50	10:50-10:55	10:55-11:10	11:10-11:15	11:15-11:30
Evaluate				11:10-11:35		11:30-11:55
5	10:40-10:55	10:55-11:30	11:30-11:35	11:35-11:50	11:50-11:55	11:55-12:10
Evaluate				11:50-12:15		12:10-12:35
60-Minute Lunch Break				12:15-1:15		12:35-1:35
6	12:20-12:35	12:35-1:10	1:10-1:15	1:15-1:30	1:30-1:35	1:35-1:50
Evaluate				1:30-1:55		1:50-2:15
7	1:00-1:15	1:15-1:50	1:50-1:55	1:55-2:10	2:10-2:15	2:15-2:30
Evaluate				2:10-2:35		2:30-2:55
15-Minute Break				2:35-2:50		2:55-3:10
8	1:55-2:10	2:10-2:45	2:45-2:50	2:50-3:05	3:05-3:10	3:10-3:25
Evaluate				3:05-3:30		3:25-3:50
9	2:35-2:50	2:50-3:25	3:25-3:30	3:30-3:45	3:45-3:50	3:50-4:05
Evaluate				3:45-4:10		4:05-4:30
10	3:15-3:30	3:30-4:05	4:05-4:10	4:10-4:25	4:25-4:30	4:30-4:45
Evaluate				4:25-4:50		4:45-5:10

Note - Time (in minutes) for each procedure is presented in parentheses

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SAMPLE POLICE PROMOTIONAL EXAMINATION
CANDIDATE SCORE REPORT – PART I

I. Your Individual Test Component Scores

Test Component	Component Score	t-Score
Technical Knowledge Test	52	56.67986
Oral Assessment Center: Scenario-Based Exercises	30.83333	58.53392
Oral Assessment Center: Structured Interview	63.00000	62.02771

II. Your Overall Scores and Score Band

Overall Scores and Score Band	
Composite Score	59.38058
Overall Test Score	88.97485
Seniority Points	5.78904
Final Score	94.76389
Score Band	B

III. Your Scenario-Based Exercise Competency Breakdowns

Competency	Scenario-Based Exercises		Scenario-Based Exercise Average
	Incident Supervision	Subordinate Performance	
Oral Communication	8.00000	7.66667	7.83333
Interpersonal Interactions	8.00000	7.66667	7.83333
Analyzing and Deciding	8.33333	6.66667	7.50000
Managing Activities	8.66667	6.66667	7.66667
Total Scenario-Based Exercise Score:			30.83333

Note: Across all candidates, the Scenario-Based Exercise Competency Ratings (within exercises and averages) range from 1.00000 to 9.00000.

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SAMPLE POLICE PROMOTIONAL EXAMINATION
CANDIDATE SCORE REPORT – PART I

IV. Your Structured Interview Competency Breakdowns

Competency	Structured Interview Average
Oral Communication	9.00000
Interpersonal Interactions	9.00000
Analyzing and Deciding	9.00000
Managing Activities	9.00000
Adaptability	9.00000
Accountability	9.00000
Initiative and Independence	9.00000
Total Structured Interview Score:	63.00000

Note: Across all candidates, the Structured Interview Competency Ratings range from 1.00000 to 9.00000.

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Incident Command Feedback Report

The assessors have provided you with the following feedback to help you interpret your scores on this exercise and continue to improve your performance in these areas.

S = Area of Strength: As you review these statements, precede them with the phrase, "Your performance effectiveness was enhanced by the following behaviors:"

NI = Area of Needed Improvement: As you review these statements, precede them with the phrase, "Your performance effectiveness would have been enhanced by attending to the following behaviors:"

Oral Communication

- S *You expressed your thoughts clearly and were easy to understand.*
- S *You provided sufficient detail in your response.*
- S *You provided a solid rationale to support your viewpoints.*
- NI *Presenting information in a more organized and logical sequence.*

Interpersonal Interactions

- S *You kept appropriate individuals informed of relevant issues and updates to problems.*
- S *You demonstrated an appropriate sensitivity to, and concern for, others' feelings and opinions.*
- NI *Seeking more input and discussion from others when making decisions.*

Analyzing and Deciding

- S *You effectively identified the critical elements/problems presented.*
- S *You took steps to verify the accuracy of information/problems presented.*
- S *You considered and evaluated a variety of solutions before choosing the best one.*

Managing Activities

- S *You managed your time effectively during the exercise to address all of the necessary activities.*
- S *You provided detailed information regarding the specific steps to be taken to implement your plan.*
- S *You identified all of the available resources needed to carry out your plan.*
- S *You retained the appropriate amount of responsibility for problem resolution.*
- NI *Defining more specific performance expectations for subordinates.*

S=Area of Strength, NI=Area of Needed Improvement

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Subordinate Performance Feedback Report

The assessors have provided you with the following feedback to help you interpret your scores on this exercise and continue to improve your performance in these areas.

S = Area of Strength: As you review these statements, precede them with the phrase, "Your performance effectiveness was enhanced by the following behaviors:"

NI = Area of Needed Improvement: As you review these statements, precede them with the phrase, "Your performance effectiveness would have been enhanced by attending to the following behaviors:"

Oral Communication

- S *You expressed your thoughts clearly and were easy to understand.*
- S *You expressed your thoughts in a concise manner.*
- S *You provided a solid rationale to support your viewpoints.*
- S *You provided your responses at the appropriate pace.*

Interpersonal Interactions

- S *You kept appropriate individuals informed of relevant issues and updates to problems.*
- S *You demonstrated a willingness to help individuals tackle problems.*
- S *You demonstrated a clear understanding of how your actions affected others.*

Analyzing and Deciding

- S *You effectively identified the critical elements/problems presented.*
- S *You took steps to verify the accuracy of information/problems presented.*
- NI *Developing solutions that more appropriately meet the demands of the situation.*

Managing Activities

- S *You managed your time effectively during the exercise to address all of the necessary activities.*
- NI *Identifying more specific goals and/or objectives to be accomplished.*
- NI *Identifying resources better suited to perform each activity.*

S=Area of Strength, NI=Area of Needed Improvement

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Structured Interview Feedback Report

The assessors have provided you with the following feedback to help you interpret your scores on this exercise and continue to improve your performance in these areas.

S = Area of Strength: As you review these statements, precede them with the phrase, "Your performance effectiveness was enhanced by the following behaviors:"

NI = Area of Needed Improvement: As you review these statements, precede them with the phrase, "Your performance effectiveness would have been enhanced by attending to the following behaviors:"

Oral Communication

- S *You expressed your thoughts clearly and were easy to understand.*
- S *You expressed your thoughts in a concise manner.*
- S *You provided sufficient detail in your response.*
- S *You presented information in an organized and logical sequence.*

Interpersonal Interactions

- S *You took steps to develop/maintain constructive working relationships.*
- S *You displayed respect for others' values and perspectives that differed from your own.*
- S *You demonstrated a willingness to help individuals tackle problems.*
- S *You demonstrated a clear understanding of how your actions affected others.*

Analyzing and Deciding

- S *You effectively identified the critical elements/problems presented.*
- S *You took steps to verify the accuracy of information/problems presented.*
- S *You generated practical solutions for resolving problems.*
- S *Your solutions met the demands of the situation.*

Managing Activities

- S *You managed your time effectively during the exercise to address all of the necessary activities.*
- S *You identified specific goals and/or objectives to be accomplished.*
- S *You identified all of the available resources needed to carry out your plan.*
- S *You provided detailed explanations of assigned tasks to individuals.*

S=Area of Strength, NI=Area of Needed Improvement

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C. Developmental Suggestions for the Oral Assessment Center

To maximize your promotion exam experience, we suggest that you take some concrete steps to improve in each area identified in your individualized score report (Part I). Your candidate preparation guide presents some practical suggestions for developing in each of the competencies assessed. In this document, additional suggestions are provided for the four competencies assessed in all three Oral Assessment Center exercises. Based on your individual performance, we encourage you to focus on the competencies and self-inventory questions within this document that are of particular relevance to the competencies where you may have achieved lower scores.

These suggestions are not exhaustive and are provided only as a guide for further development. We encourage you to engage in whatever additional activities or programs you have at your disposal to further develop your skills and abilities.

ORAL	
DEFINITION:	This dimension involves speaking fluently by expressing ideas and opinions in a clear, concise, and organized manner. This dimension also involves the ability to promote and/or defend ideas by providing supporting information and presenting thoughts in a convincing and logical manner.
OVERVIEW:	Developing ease in oral communication is an important and difficult skill to master. Presenting information in an organized and logical manner is a critical aspect of this dimension. Outlining information before speaking is an excellent way to ensure that all of the important issues are covered. In addition, clearly enunciating your words will greatly enhance your oral communication skills. Whenever possible, practice your oral communication skills. Practice allows you to become more relaxed and effective when communicating orally with others.
To build skills within the competency of Oral Communication, ask yourself such questions as:	
▪ Do my thoughts flow in a logical manner?	
▪ Have I expressed my thoughts in a complete, yet concise manner?	
▪ Have I used proper grammar when speaking?	
▪ Have I presented information in a manner that is appropriate for my audience?	
▪ Do I clearly enunciate words?	
▪ Do I speak at an appropriate volume?	
▪ Have I provided my response at an appropriate pace, neither rushing it nor drawing it out?	
▪ Am I able to remain calm and composed when speaking with others and/or giving presentations?	
▪ Have I provided enough detail so that others will know what I am trying to convey?	
▪ Have I provided a clear and logical rationale to support my viewpoints?	
▪ Have I avoided contradicting myself?	
▪ Have I avoided distracting verbal mannerisms (e.g., frequent pauses, repeated use of “um”)?	
▪ Have I avoided distracting physical mannerisms (e.g., lack of eye contact, pacing, tapping/clicking pen)?	
▪ Does my response address the issues/questions presented in the exercise?	
▪ Have I summarized key points to emphasize their importance?	

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Public Safety Clients and Positions Within Past Five (5) years*

Note. All entry police and corrections clients have used (or, in the case of new clients, will use) some form of the Law Enforcement Aptitude Battery. All entry fire clients use the comparable Fire Service Aptitude Battery.

Client	Positions
POLICE AND CORRECTIONS ENTRY	
Allentown, PA	Police Officer
Arlington County, VA	Police Officer
Chicago, IL	Police Officer
Cleveland, OH	Police Officer
Delaware State Police	Trooper
Greenville Hospital System	Security Officer
Massachusetts, Commonwealth of	Police Officer and Trooper (Statewide)
Massachusetts, Commonwealth of	Department of Corrections Officer (Statewide)
Middletown, DE	Seasonal and Recruit Police Officers
Milwaukee, WI	Police Officer and Police Aide
New Castle County, DE	Police Officer
New Jersey Department of Personnel	Corrections Officer and Law Enforcement Officer (Statewide - 13 job titles)
New York State Police	Trooper
Norfolk, VA	Police Officer
Oklahoma City, OK	Police Officer
Omaha, NE	Police Officer
Overland Park, KS	Police Officer
Pennsylvania State Police	Cadet and Liquor Enforcement Officer
Pittsburgh, PA	Police Officer
Port St. Lucie, FL	Police Officer
St. Louis University	Security Officer
St. Louis, MO	Police Officer
Springfield, IL	Police Officer
Suffolk County, NY	Police Officer
Wilmington, DE	Patrol Officer
FIRE ENTRY	
Allentown, PA	Firefighter
Buffalo, NY	Firefighter
Cleveland, OH	Firefighter
Massachusetts, Commonwealth of	Firefighter (Statewide)
Norfolk, VA	Firefighter
Omaha, NE	Firefighter
St. Paul, MN	Firefighter
Springfield, IL	Firefighter

PSI Services LLC
Public Safety Clients and Positions Within Past Five (5) years*

Client	Positions
POLICE AND CORRECTIONS PROMOTION	
Abington Township, PA	Sergeant and Lieutenant
Arkansas State Police	Sergeant and Lieutenant
Arlington County, VA	Sergeant
Boston, MA	Detective, Sergeant, Lieutenant and Captain
Charlotte-Mecklenburg, NC	Sergeant, Lieutenant and Captain
Chicago, IL	Evidence Technician, Sergeant and Detective
Cleveland, OH	Sergeant, Lieutenant and Captain
Delaware State Police	Sergeant, Lieutenant and Captain
Harvard University Police	Sergeant and Lieutenant
Honolulu, HI	Chief
Massachusetts, Commonwealth of	Sergeant, Lieutenant, Captain, Deputy Chief and Chief (Statewide & Brookline)
Massachusetts, Commonwealth of	Department of Corrections Captain (Statewide)
Metropolitan Transportation Authority, NY	Sergeant and Lieutenant
Miami, FL	Sergeant and Captain
Milwaukee, WI	Detective, Sergeant and Lieutenant
Montclair, NJ	Sergeant, Lieutenant and Captain
New Castle County, DE	Sergeant and Lieutenant
New York State Police	Sergeant and Lieutenant
Pennsylvania State Police	Corporal and Sergeant
Oklahoma City, OK	Lieutenant and Captain
Omaha, NE	Sergeant, Lieutenant, Captain and Deputy Chief
St. Louis, MO	Sergeant, Lieutenant and Captain
Wilmington, DE	Sergeant and Lieutenant
FIRE PROMOTION	
Cleveland, OH	Lieutenant and Captain
Massachusetts, Commonwealth of	Lieutenant, Captain, District Chief, Deputy Chief and Chief (Statewide and Boston)
Miami, FL	Lieutenant, Captain and Chief Fire Officer
Omaha, NE	Apparatus Engineer, Captain, Assistant Fire Marshall, Battalion Chief, and Assistant Chief

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San Antonio, TX	Fire Engineer, Lieutenant, Captain and District Chief
St. Louis, MO	Captain and Battalion Chief

*A full project list from 1981 to the present can be provided upon request.

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Thomas Pepe
Submitting Department: City Attorney
Item Type: Resolution
Agenda Section:

Subject:
A Resolution of the Mayor and City Commissioners of the City of South Miami accepting the Right of Way dedication deed of twenty-five (25) feet along SW 68 Avenue for future Right of Way improvements. 3/5 (City Attorney).

Suggested Action:

Attachments:
Reso acceptingROW Dedicationt.doc

Filed Waiver of Plat Covenant[1].pdf

Pirulito LLC ROW Deed to CSM (2020-10-29).pdf

RESOLUTION NO. _____

A Resolution of the Mayor and City Commissioners of the City of South Miami accepting the Right of Way dedication deed of twenty-five (25) feet along SW 68 Avenue for future Right of Way improvements.

WHEREAS, the City granted William Burdette and Barbara Burdette a waiver of plat in 2017 for the property located at 6795 SW 74th Street; and

WHEREAS, William Burdette and Barbara Burdette executed and recorded a Waiver of Plat Covenant on June 2, 2017, a copy of which is attached; and

WHEREAS, the property was purchased by Pirulito, LLC who has executed a Right of Way Deed conveying 25 feet along SW 68 Avenue, for future ROW improvements, to the City of South Miami dated October 29, 2020, a copy of which is attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

Section 2. The City of South Miami Commission hereby accepts the land dedication deed for twenty-five (25) feet along SW 68 Avenue for future ROW improvements.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Vice Mayor Welsh: Commissioner Harris:

Commissioner Liebman:
Commissioner Gil:

_____
CITY ATTORNEY

CFN 2017R0311150
OR BK 30557 Pgs 2778-2785 (8Pgs)
RECORDED 06/02/2017 11:55:21
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by, or under the supervision of:
Thomas F. Pepe, Esquire
PEPE & NEMIRE(ret), LLC
1450 Madruga Avenue, Ste 202
Coral Gables, Florida 33146
(305) 667-2564

and after recording, return to:
City Clerk
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143

(Reserved for Clerk of Court)

WAIVER OF PLAT COVENANT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, William R. and Barbara Burdette (the "Owners"), hereby makes, declares and imposes on the lands herein described, this Waiver of Plat Covenant (the "Covenant"), and the covenants running with the title to the lands contained herein, which shall be binding on Owners and their heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them.

WHEREAS, Owners are the owners of that certain property within the City of South Miami, a Florida municipal corporation (the "City"), located at 6795 SW 74th Street, South Miami, in Miami-Dade County, Florida, more particularly described on **Exhibit "A"** (the "Property"); and

WHEREAS, Owners, for themselves and on behalf of their successors, heirs, and assigns, requested a subdivision of said parcel into three (3) buildable single-family lots in the Semi-Estate Residential (RS-2) zoning district (the "Development"); and

WHEREAS, Owners desire to enter into this Covenant in order to assure the City that Owners, their heirs, successors or assigns, will comply with the conditions of Resolution No. [redacted] 17-14823 approving an application for waiver of plat for the subdivision of property located 6795 SW 74th Street.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners hereby make the representations set forth herein above and herein below and agrees as follows:

1. The above recitals are true and correct and by this reference are incorporated as if fully set forth in full herein.

2. If the Property is sold or conveyed subsequent to the recordation of this Covenant, which runs with, touches and concerns the Property, each of the subsequent owner(s) and their

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heirs, successors and assigns, as applicable, shall be bound by the terms, provisions and conditions of this Covenant.

3. For the Term of this Covenant, Owners agree and represent that:

(a) Portion of the existing two-story family residence on Parcel B that will encroach into the abutting buildable sites, or be within the required setbacks, must be demolished prior to the first building permit being issued for the construction of the two (2) new single family residences;

(b) The building sites created by the proposed Waiver of Plat will be free of encroachments from abutting buildable sites;

(c) No construction may exceed by more than four (4) percent the size of the building, or floor area, gross, as shown on the attached conceptual plan, unless the setbacks and yard requirements are in accord with the Code existing at the time of such construction and provided that the site plan is reviewed by the Planning Board and approved by the City Commission by a four-fifths vote;

(d) A tree removal permit must be issued for the removal or relocation of any tree on the property prior to the issuance of a demolition permit;

(e) The construction of the two (2) new single family residences and the two (2) story addition on Parcel B shall be subject to the applicable review and approval of the Environmental Review & Preservation Board;

(f) The owner and owner's architect shall take the necessary steps to protect the trees on the property that are protected under the City's Tree Protection Ordinance and the owner shall retain any existing specimen trees for six years and permanently maintain fifty (50) percent of the existing protected tree canopy as reflected on the attached tree survey. Furthermore, that a professionally qualified on-site monitor is hired to protect the Dade County Pine Trees during construction.

(g) Dedication of twenty-five (25) feet along SW 68 Avenue for future ROW improvement that is acceptable to the City's Public Works Department; the Commission waives the requirement for the installation of a new sidewalk;

(h) There are no documents that provide restrictions, reservations and/or covenants applicable to the parcel of land being considered other than those that were submitted with the owner's application for a waiver of plat, tentative or final plat and that the parcel is free of any declarations of restrictive covenants, unity of title, easements, or the like, which would prevent the separation of the site;

(i) There shall be no change in the opinion of title issued by a member of the Florida Bar which concluded that, as of a date not more than 120 days before the date of the City's resolution, and from the root of title as defined by the Marketable Record Title to Real Properties Act, nothing in the chain of title prevents or serves as an exception to the division or change in the parcel's configuration as requested; and

4. The provisions of this Covenant shall become effective upon its recordation in the Public Records of Miami-Dade County, Florida. In the event it is necessary or desirable to re-

record, then at the option of the City and if allowed by law, this recorded Covenant may be re-recorded by the City when necessary or required to maintain, uninterrupted, the effectiveness of this covenant running with the land during the entire term of this Covenant.

5. This Covenant may be modified, amended, or released as to any portion of the Property by the City Commission. Should this instrument be modified, amended, or released in whole or in part, the City Manager shall execute a written instrument in recordable form, approved by the City Attorney, to be delivered to the Owner and recorded in the Public Records of Miami-Dade County, Florida, effectuating and acknowledging such modification, amendment, or release.

6. Invalidation of any of these covenants, in whole or in part, by judgment of court shall not affect any of the other provisions of the covenants, or this Covenant in general, and all of the unaffected provisions shall remain in full force and effect.

7. All rights, remedies and privileges gained herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.

8. This Covenant shall be recorded in the Public Records of Miami-Dade County, Florida, at Owner's expense. No construction activities shall commence and no permits shall be issued until this Covenant is recorded and until the Owners shall have delivered a certified copy of this recorded Covenant to the City Clerk.

9. This Covenant shall be binding on the Owners and each and every subsequent owner as well as their heirs, successors and assigns, as applicable, and each shall be bound by the terms, provisions and conditions of this Covenant.

Signed, witnessed, executed and acknowledged this 13TH day of April, 2017.

Witnessed by:

Print Name: Robert Carbajal

Print Name: William Burdette

OWNERS:

By: _____
William R. Burdette

By: _____
Barbara Burdette

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13TH day of APRIL, 2017 by **William R. Burdette and Barbara Burdette**, both of whom are personally known to me or

who presented Known To Me as identification and who did take an oath, or affirmed, as to their acknowledgement.

Alexandra Esher
Notary Public, State of Florida

NOTARY SEAL/ STAMP:

ALEXANDRA ESHER
Notary Public - State of Florida
Commission # GG 007977
My Comm. Expires Aug 5, 2020
Bonded through National Notary Assn.

Print Name

APPROVED AS TO FORM,
LANGUAGE AND
CORRECTNESS:

OFFICE OF THE CITY ATTORNEY

By:
Printed: Thomas Pepe
City Attorney

APPROVED:

CITY OF SOUTH MIAMI

By:
Printed: Steven Alexander
City Manager

EXHIBIT "A"

Property Legal Description

THE SOUTH ½ OF THE NE ¼ OF THE NE ¼ OF THE NE ¼, LESS THE EAST 440 FEET AND LESS THE SOUTH 25 FEET THEREOF, IN SECTION 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA CONTAINING +/- 73,132 SQ. FT. OR 1.68 ACRES.

Resolution No. [redacted]

A Resolution relating to an application for waiver of plat for the subdivision of property located at 6795 SW 74 Street.

WHEREAS, William Burdette, owner of the parcel located at 6795 SW 74 Street, submitted Application No. PB-16-010B requesting approval to subdivide the property via the Waiver of Plat process; and

WHEREAS, the Waiver of Plat application requests a subdivision of said parcel into three (3) buildable single-family lots in the Semi-Estate Residential (RS-2) zoning district; and

WHEREAS, one (1) of the three (3) buildable single-family lots will contain the existing two (2) story single family residence and the remaining two (2) buildable single family lots will each be developed with a new single family residence; and

WHEREAS, the Owner has submitted the attached conceptual site plan and a certified tree survey (including canopy measurements) overlaid on the site plan that has been reviewed by the Planning Board; and

WHEREAS, the lots created by the proposed plat are not in strict compliance in that the lot size for one (1) of the three (3) proposed buildable sites is smaller than the median of the surrounding area; however, they are all in compliance with the dimensional requirements for the minimum lot size for the RS-2 zoning district; and

WHEREAS, the lot created by the proposed plat are not in strict compliance in that the frontages of two (2) of the three (3) proposed buildable sites are narrower than the median of the surrounding area; however, they are all in compliance with the dimensional requirements for the minimum frontage for the RS-2 zoning district; and

WHEREAS, at the January 10, 2017 public hearing of the Planning Board, the Board recommended approval with a vote of four to one for the Waiver of Plat application; and

WHEREAS, the City Commission desires to approve the Waiver of Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1: The recitals set forth in this resolution are true, they are supported by competent substantial evidence and they are incorporated into this resolution by reference.

Section 2: The subject application No. PB-16-010B that was submitted by the applicant, William Burdette, requesting approval of a proposed Waiver of Plat for the property legally described in Section 3 below, pursuant to the Land Subdivision Regulations outlined in Ordinance #11-16-2244 and the attached conceptual site plan are hereby approved. This approval is subject to the following terms and conditions as well as all applicable City ordinances, codes, rules and regulations:

1. Portions of the existing two-story family residence on Parcel B that will encroach into the abutting buildable sites must be demolished prior to the first building permit being issued for the construction of the two (2) new single family residences;

2. The building sites created by the proposed Waiver of Plat will be free of encroachments from abutting buildable sites;

3. No construction may exceed by more than four (4) percent the size of the building, or floor area, gross, as shown on the attached conceptual plan, unless the setbacks and yard requirements are in accord with the Code existing at the time of such construction and provided the site plan is reviewed by the Planning Board and approved by the City Commission by a four-fifths vote;

4. A tree removal permit must be issued for the removal or relocation of any tree on the property prior to the issuance of a demolition permit;

5. The construction of the two (2) new single family residences and the two (2) story addition on Parcel B shall be subject to the applicable review and approval of the Environmental Review & Preservation Board;

6. The owner and owner's architect shall take the necessary steps to protect the trees on the property that are protected under the City's Tree Protection Ordinance and the owner shall retain any existing specimen trees for six years and permanently maintain 50 percent of the existing protected tree canopy as reflected on the attached tree survey. Furthermore, that a professionally qualified on-site monitor is hired to protect the Dade County Pine Trees during construction;

7. Dedication of twenty-five (25) feet along SW 68 Avenue for future ROW improvement that is acceptable to the City's Public Works Department; the Commission waives the requirement for the installation of a new sidewalk;

8. Submittal of an owner's affidavit that there are no documents that provide restrictions, reservations and/or covenants applicable to the parcel of land being considered other than those that were submitted with the owner's application for a waiver of plat, tentative or final plat and that the parcel is free of any declarations of restrictive covenants, unity of title, easements, or the like, which would prevent the separation of the site;

9. Submittal of an opinion of title issued by a member of the Florida Bar which concludes that, as of a date not more than 120 days before the date of this resolution, and from the root of title as defined by the Marketable Record Title to Real Properties Act, nothing in the chain of title prevents or serves as an exception to the division or change in the parcel's configuration as requested; and

10. The property owner shall execute and record in the public records of Miami-Dade County, a restrictive covenant, in a form approved by and subject to the review and approval of the City Manager and City Attorney, which contains all commitments made and conditions imposed as part of the approval of the approved waiver of plat.

Section 3. Legal Description
THE SOUTH ½ OF THE NE ¼ OF THE NE ¼ OF THE NE ¼, LESS THE EAST 440 FEET AND LESS THE SOUTH 25 FEET THEREOF, IN SECTION 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA CONTAINING ±73,132 SQ. FT. OR 1.68 ACRES.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption by vote of the City Commission.

PASSED AND ADOPTED this 7th day of, February, 2017.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

CITY ATTORNEY

COMMISSION VOTE:[1]	5-0
Mayor Stoddard:	Yea
Vice Mayor: Welsh:	Yea
Commissioner Edmond:	Yea
Commissioner Harris:	Yea
Commissioner Liebman:	Yea

[1] A four-fifths vote is required because the proposed lots are not as large as or larger than surrounding area median.

Return to:
City of South Miami
Director of Public Works
6130 Sunset Drive
South Miami, FL 33143

Instrument prepared by:
Damian Thomason
D.E.T. Strategic Consultants, LLC
1591 Passion Vine Cir.
Weston, FL 33326
Folio No. 09-4035-000-0050

RIGHT-OF-WAY DEED TO CITY OF SOUTH MIAMI

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

THIS INDENTURE, Made this 29 day of Oct, A.D. 2020, by and between Pirulito LLC, a Florida limited liability company under the laws of the State of Florida, and having its office and principal place of business at 147 Alhambra Cir, Suite 214, Coral Gables, FL 33134, party of the first part, and CITY OF SOUTH MIAMI, a municipal corporation of the State of Florida, and its successors in interest, whose Post Office address is 6130 Sunset Drive, South Miami, Florida 33143, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, for the purpose of a public sidewalk, roadway and other purposes incidental thereto, all right, title, interest, claim or demand of the party of the first part, in and to all of the described land, situate, lying and being in Miami-Dade County, State of Florida, as described in the attached **Exhibit A**.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for the purpose of a public sidewalk, roadway and for all purposes incidental thereto hereinafter referred to as the "ROW".

It is expressly provided that if and when said ROW, or any portion thereof, is lawfully and permanently discontinued ("Abandoned"), the title to the portion of the above described land that is Abandoned shall immediately revert to the party of the first part, its successors and assigns, and it or they shall have the right to immediately re-possess the same.

And the said party of the first part will defend the title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part has caused this RIGHT-OF-WAY DEED TO CITY OF SOUTH MIAMI to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed and

delivered in our presence:

Witness

Shane McFarlane

Printed Name

Witness

CARLOS A. MANRARA

Printed Name

Pirulito LLC,
a Florida limited liability company

By: Matthew M. Lvoff
Manager Member

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 29 day of October, A.D. 2020, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared Matthew M. Lvoff, personally known to me, or proven, by producing the following identification: _____ as Manager of Pirulito LLC, a Florida limited liability company under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said company.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Public State of Florida
Talha Syed
My Commission GG 347936
Expires 06/23/2023

(SEAL)

Notary Signature

TALHA SYED

(Print, type, or stamp name of notary)

The foregoing was accepted and approved on the _____ day of _____, A.D. 20___, by Resolution No._____ of the City of South Miami City Commission.

ATTEST:

By: _____
Nkenga A. Payne, CMC
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas F. Pepe
City Attorney

1355 NW 97 AV SUITE 200
MIAMI, FLORIDA 33172
TELEPHONE: (305) 264-2660
FAX: (305) 264-0229

EXHIBIT "A"

Nova Surveyors Inc.

SURVEY No. 3- 0004620-13
SHEET No. 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT ALL SHEETS

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, LESS THE EAST 440 FEET AND LESS THE SOUTH 25 FEET THEREOF, IN SECTION 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.
CONTAINING ± 65,286 SQ. FT. OR 1.50 ACRES.

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, LESS THE EAST 440 FEET AND LESS THE SOUTH 25 FEET THEREOF, IN SECTION 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBES FOLLOW:
BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL "C"; THENCE CONTINUE NORTH 00°01'06"WEST ,ALONG SAID WITH THE WEST LINE OF PARCEL "C" , PARCEL "B" & PARCEL "C" FOR A DISTANCE OF 308.21 FEET; THENCE CONTINUE NORTH 88°43'41" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°03'20"EAST FOR A DISTANCE OF 274.04 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT , CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS A RADIUS OF 25 FEET, A CENTRAL ANGLE OF 91°11'53", AND ARC LENGHT OF 39.79 FEET TO THE POINT ON TANGENCY WITH THE WEST AND SOUTH LINES OF SAID PARCEL "C"; THENCE SOUTH 88'47'01" WEST FOR A DISTANCE OF 50.46 FEET TO THE POINT OF BEGINNING.
CONTAINING MORE OR LESS ± 65,286 SQ. FT.

SURVEYOR'S NOTES:

1.- *THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH; THEREFORE ONLY THOSE RIGHT OF WAY, ROAD RESERVATIONS OR EASEMENTS RECORDED ON THE PLAT ARE SHOWN HEREON.*
2.- *THIS SKETCH DOES NOT INFER TITLE OR OWNERSHIP.*
3.- *DESCRIPTION PREPARED BY NOVA SURVEYORS INC. THIS 20th DAY OF OCTOBER 2020*
4.- *I HEREBY CERTIFY: THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY DESCRIBED HEREON HAS BEEN PREPARED UNDER MY DIRECTION IN COMPLIANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.*

BY: _____ 10-20-2020
GEORGE IBARRA

PROFESSIONAL LAND SURVEYOR No. 2534 LB # 6044
STATE OF FLORIDA (VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL AND ORIGINAL SIGNATURE OF THE ATTESTING LAND SURVEYOR).

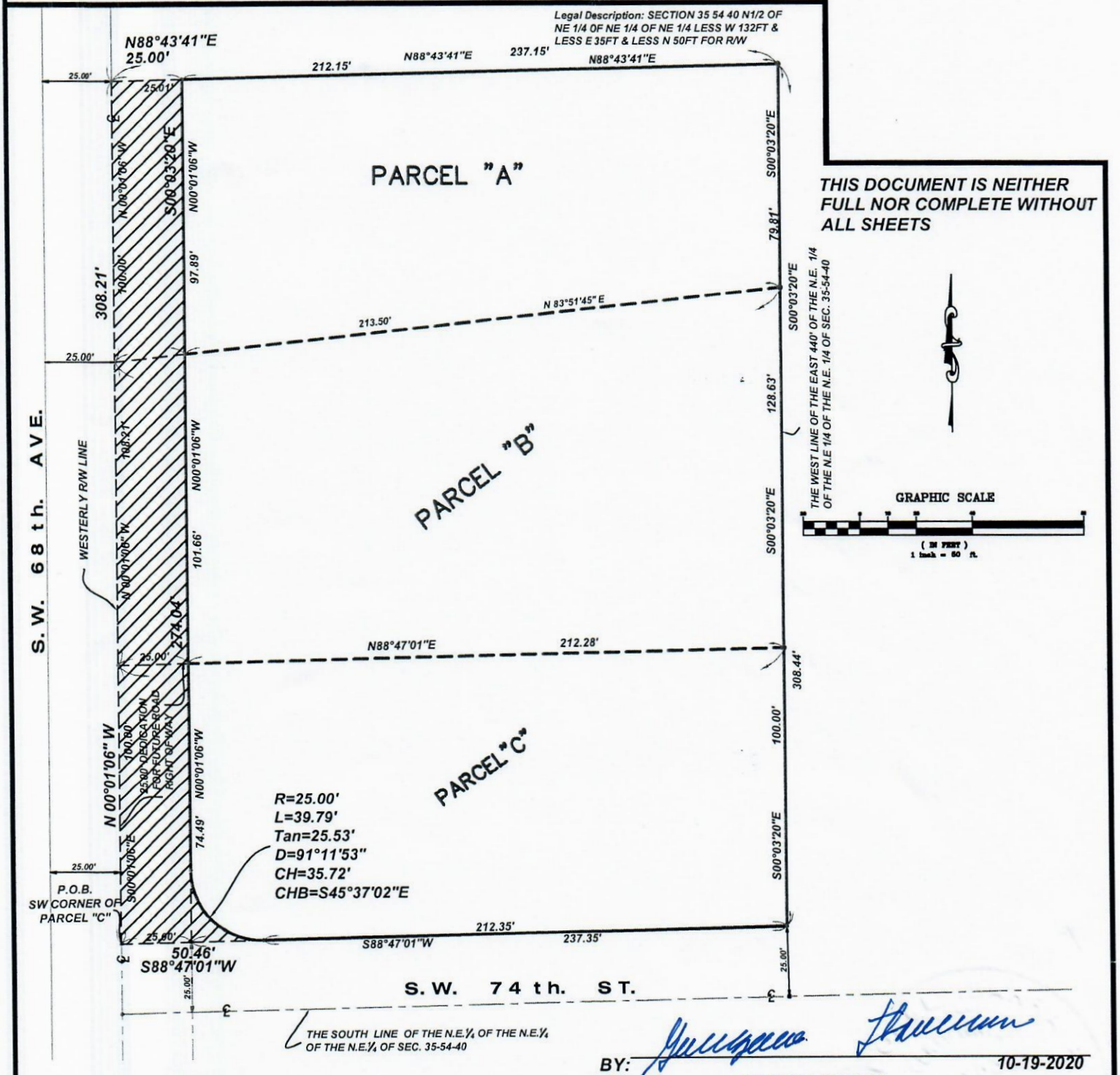
NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA REGISTERED SURVEYOR AN MAPPER

PROPERTY ADDRESS:
6795 SW 74 ST.
MIAMI , FL. 33143

1355 NW 97 AV SUITE 200
MIAMI, FLORIDA 33172
TELEPHONE: (305) 264-2660
FAX: (305) 264-0229

Nova Surveyors Inc.

SURVEY No. 3- 0004620-13
SHEET No. 2 OF 2
DEDICATION FOR RIGHT OF WAY



THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT ALL SHEETS

BY: _____ 10-19-2020

GEORGE IBARRA

PROFESSIONAL LAND SURVEYOR No. 2534 LB # 6044
STATE OF FLORIDA (VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL AND ORIGINAL SIGNATURE OF THE ATTESTING LAND SURVEYOR).

NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA REGISTERED SURVEYOR AN MAPPER

PROPERTY ADDRESS:
6795 SW 74 ST.
MIAMI , FL. 33143

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Thomas Pepe
Submitting Department: City Attorney
Item Type: Resolution
Agenda Section:

Subject:
A Resolution of the Mayor and City Commissioners of the City of South Miami, in accordance with Florida Statutes, Chapter 252, and the City's Home Rule Powers, suspending all ordinances that requires that a quorum be present in person at meetings of any of the City's Boards during the pendency of the Covid-19 pandemic. 3/5 (City Attorney)

Suggested Action:

Attachments:
Res re Quorum for Boards during Covid-19 (2).docx

RESOLUTION NO. _____

A Resolution of the Mayor and City Commissioners of the City of South Miami, in accordance with Florida Statutes, Chapter 252, and the City's Home Rule Powers, suspending all ordinances that requires that a quorum be present in person at meetings of any of the City's Boards during the pendency of the Covid-19 pandemic.

WHEREAS, Florida Statute, Section 166.041, requires that all resolution and ordinances be passed and enacted by a majority vote and that there must be a quorum of 3 members of the governing body present; and

WHEREAS, Section 166.041 only applies to the governing body of a municipality; and

WHEREAS, despite the fact that Section 166.041 does not apply to municipal boards, Section 20-6.1 of the City's Land Development Code requires that a quorum must be present in order for the Planning Board, the Environmental Review and Protection Board and the Historic Preservation Board to adopt resolutions; and

WHEREAS, the City's current Covid-19 resolution, authorizing virtual meetings, was based on the premise that the Governor had suspended the operation of Section 166.041 and did not address Section 20-6.1; and

WHEREAS, the Center for Disease Control and Prevention has advised that in order to slow the spread of the Coronavirus/COVID-19, individuals should adopt far-reaching social distancing measures; and

WHEREAS, the City Commission hereby finds that it is necessary and appropriate to take action to ensure that Coronavirus/COVID-19 remains controlled and that residents and visitors remain safe and secure; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. In accordance with the power and authority vested in the City by Chapter 252, Florida Statues, and the City's Home Rule Powers, the City Commission hereby suspends any and all requirement in the City's Code of Ordinances and City's Land Development Code that require that a quorum of the City's Boards be physically present in order to conduct City business during the pendency of the state of emergency declared by the Governor or the state of emergency declared by the City Manager concerning the Covid-19 pandemic.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Vice Mayor Welsh: Commissioner Harris: Commissioner Liebman: Commissioner Gil:
_____	
CITY ATTORNEY	

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Nkenga Payne
Submitting Department: City Clerk
Item Type: Minutes
Agenda Section:

Subject:
10.20.2020

Suggested Action:

Attachments:
10.20.20.docx

City of South Miami
Regular City Commission Minutes
October 20, 2020

VIRTUAL MEETING

Governor DeSantis' Executive Order Number 20-69 - *Please note that Governor DeSantis' Executive Order Number 20-69 suspended the requirements of Section 166.045, Fla. Stat., that a quorum to be present in person, and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing such as Zoom for meetings of local government bodies.*

The City Commission met in regular session on Tuesday, October 6, 2020, beginning at 7:00 p.m. The meeting was held as a VIRTUAL MEETING through communication media technology with the members of the City Commission and City staff participating through video conferencing. This virtual meeting was held on the Zoom platform used by the City Clerk for live remote participation.

Mr. Pepe read the instructions for participating in the virtual meeting.

It was moved by Commissioner Harris and seconded by Commissioner Gil to add the three add-on resolutions after Section O. of the agenda. The motion passed unanimously.

A) SILENCE OR TURN OFF ALL CELL PHONES

C) ROLL CALL

The following members of the City Commission were present: Mayor Sally Philips, Vice Mayor Bob Welsh, Commissioner Josh Liebman, Commissioner Walter Harris and Commissioner Luis Gil.

Also, in attendance were Shari Kamali, City Manager, Thomas Pepe, City Attorney and Nkenga A. Payne, City Clerk.

D) MOMENT OF SILENCE

E) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

F) LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

G) PRESENTATIONS

H) APPROVAL OF MINUTES

Ha.) 10.06.20

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve the minutes of 10.06.20 passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

I) CITY MANAGER'S REPORT

Ms. Kamali reported on the following: Gibson-Bethel Community Center is a voting precinct for the November 3, 2020 election; Halloween Teen Movie Night at Palmer Park; Halloween Drive thru, Friday, October 30, 2020; State of the City Event, Thursday, November 12, 2020 at South Miami Hospital's Victor E. Clarke Education Center; SW 64th Street bike lane installation project from 62nd to 57th Avenue is ongoing; Governor Desantis has not issued an extension to the executive order for the ability to have virtual meetings, it expires November 1, 2020; the 2020 Parade of Elves has been cancelled because of COVID-19; and thanked Mrs. Gil for a wonderful dinner.

J) CITY ATTORNEY'S REPORT

Mr. Pepe reported that he has contacted an attorney, John Lukacs, Sr. to represent the City regarding the investigation that the Commission requested pursuant to a Resolution no. 124-20-15564 as it relates to Stunna's Fit. He has agreed to his retainer of $350 an hour.

K) PUBLIC REMARKS

The following spoke during public remarks: Jerry Procter and Elizabeth Gonzalez.

L) BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

M) COMMISSION REPORTS, DISCUSSION & REMARKS

N) CONSENT AGENDA

1.) A Resolution authorizing the City Manager to expend an amount not to exceed $120,000 for Florida Power and Light to cover the electrical invoicing for City Facilities, during FY 2020/2021. 3/5 (City Manager-Public Works Dept.)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 137-20-15577authorizing the City Manager to expend an amount not to exceed $120,000 for Florida Power and Light to cover the electrical invoicing for City Facilities, during FY 2020/2021 passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

2.) A Resolution authorizing the City Manager to expend an amount not to exceed $150,000 for Florida Power and Light to cover the electrical invoicing for street lighting, during FY 2020/2021. 3/5 (City Manager-Public Works Dept.)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 138-20-15578 authorizing the City Manager to expend an amount not to exceed $150,000 for Florida Power and Light to cover the electrical invoicing for street lighting, during FY 2020/2021 passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

3.) A Resolution authorizing the City Manager to expend an amount not to exceed $770,000, for Miami Dade County to cover solid waste disposal payments for disposal of solid waste. 3/5 (City Manager-Public Works Dept.)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 139-20-15579 authorizing the City Manager to expend an amount not to exceed $770,000, for Miami Dade County to cover solid waste disposal payments for disposal of solid waste passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

4.) A Resolution authorizing the City Manager to expend an amount not to exceed $100,000 for Miami Dade Curbside Recycling services to cover the recycling invoices. 3/5 (City Manager-Public Works Dept.)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 140-20-15580 authorizing the City Manager to expend an amount not to exceed $100,000 for Miami Dade Curbside Recycling services to cover the recycling invoices passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

5.) A Resolution authorizing the City Manager to expend an amount not to exceed $50,000 for Miami-Dade Water & Sewer Department to cover the water and wastewater invoicing for City Facilities, during FY 2020/2021. 3/5 (City Manager-Public Works Dept.)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 141-20-15581 authorizing the City Manager to expend an amount not to exceed

$50,000 for Miami-Dade Water & Sewer Department to cover the water and wastewater invoicing for City Facilities, during FY 2020/2021 passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

6.) A Resolution authorizing the City Manager to enter into a one-year contract with Beefree, LLC (BEEFREE) for a point-to-point transportation service by piggybacking onto BEEFREE's agreement with the City of DelRay Beach CRA. 3/5 (City Manager-Finance Dept.)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 142-20-15582 authorizing the City Manager to enter into a one-year contract with Beefree, LLC (BEEFREE) for a point-to-point transportation service by piggybacking onto BEEFREE's agreement with the City of DelRay Beach CRA passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

O) RESOLUTION(S)

7.) A Resolution extending the allowable days of the week for construction activity for the Mixed-Use Project on the East and West Madison Square property as legally described herein. 3/5 (Vice Mayor Welsh)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 143-20-15583 extending the allowable days of the week for construction activity for the Mixed-Use Project on the East and West Madison Square property as legally described herein passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh

Commissioner Liebman
Commissioner Harris
Commissioner Gil

Nay: None

B) ADD-ON ITEM(S)

Ba.) A Resolution of the Mayor and City Commissioners of the City of South Miami in opposition to the rollback of the existing Environmental Protection Agency's ("EPA") protections for waterways and streams and in opposition to the ceding of the authority of the EPA and the U.S. Army Corps of Engineers to the Florida Department of Environmental Protection. 3/5 (City Attorney)

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 144-20-15584 of the Mayor and City Commissioners of the City of South Miami in opposition to the rollback of the existing Environmental Protection Agency's ("EPA") protections for waterways and streams and in opposition to the ceding of the authority of the EPA and the U.S. Army Corps of Engineers to the Florida Department of Environmental Protection passed by a 5 - 0 vote:

Yea: Mayor Philips
Vice Mayor Welsh
Commissioner Liebman
Commissioner Harris
Commissioner Gil

Nay: None

Bb.) A Resolution pursuant to Land Development Code Section 20-5.6(D) allowing Fellowship Church to file a zoning application for amendments to the Future Land Use Map and the Zoning Map for the property generally located northwest of the intersection of SW 72nd Street and SW 67th Avenue. 3/5 (Commissioner Gil)

Moved by Commissioner Gil, seconded by Vice Mayor Welsh, the motion to approve Resolution No. 145-20-15585 pursuant to Land Development Code Section 20-5.6(D) allowing Fellowship Church to file a zoning application for amendments to the Future Land Use Map and the Zoning Map for the property generally located northwest of the intersection of SW 72nd Street and SW 67th Avenue passed by a 5 - 0 vote:

Yea: Mayor Philips

Vice Mayor Welsh
Commissioner Liebman
Commissioner Harris
Commissioner Gil

Nay: None

Bc.) A Resolution of the Mayor and City Commissioners of the City of South Miami requesting that Miami-Dade County Board of County Commissioners reject Reva Dadeland, LLC's application No. Z2019000205 to re-zone the properties along the south side of S.W. 80th Street at or near its intersection with S.W. 70th Avenue that are currently zoned RU-4M. 3/5 (Vice Mayor Welsh)

It was moved by Mayor Philips and seconded by Commissioner Gil to appoint Vice Mayor Bob Welsh to act as the Commission's representative. The motion passed unanimously.

Moved by Vice Mayor Welsh, seconded by Commissioner Gil, the motion to approve as amended Resolution No. 146-20-15586 of the Mayor and City Commissioners of the City of South Miami requesting that Miami-Dade County Board of County Commissioners reject Reva Dadeland, LLC's application No. Z2019000205 to re-zone the properties along the south side of S.W. 80th Street at or near its intersection with S.W. 70th Avenue that are currently zoned RU-4M passed by a 4 - 1 vote:

Yea: Mayor Philips
Vice Mayor Welsh
Commissioner Harris
Commissioner Gil

Nay: Commissioner Liebman

P) RESOLUTION(S) PUBLIC HEARING(S)

8.) A Resolution of the Mayor and City Commissioners of the City of South Miami authorizing the City Manager to extend the contract term of the External Audit Services agreement with Caballero, Fierman, Llerna & Garcia to a maximum six-year term consistent with the Charter Amendment relating to audits and increasing the maximum term of the contract between the City and City Auditor. 3/5 (City Manager-Finance Dept.)

The public hearing on this item was opened and closed with no speakers.

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 147-20-15587 of the Mayor and City Commissioners of the City of South Miami authorizing the City Manager to extend the contract term of the External Audit Services agreement with Caballero, Fierman, Llerna & Garcia to a maximum six-year term consistent with the Charter Amendment relating to audits and increasing the maximum term of the contract between the City and City Auditor passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

9.) A Resolution authorizing the City Manager to execute a multi-year agreement with LSJ Corporation ("Graphplex Signs") for Roadway Traffic Signage Maintenance and Repair Services which piggybacks onto the agreement between Graphplex Signs and the City of Weston. 3/5 (City Manager-Public Works & Engineering Dept.)

The public hearing on this item was opened and closed with no speakers.

Moved by Vice Mayor Welsh, seconded by Commissioner Harris, the motion to approve Resolution No. 148-20-15588 authorizing the City Manager to execute a multi-year agreement with LSJ Corporation ("Graphplex Signs") for Roadway Traffic Signage Maintenance and Repair Services which piggybacks onto the agreement between Graphplex Signs and the City of Weston passed by a 5 - 0 vote:

Yea:	Mayor Philips
	Vice Mayor Welsh
	Commissioner Liebman
	Commissioner Harris
	Commissioner Gil
Nay:	None

Q) ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

R) ORDINANCE(S) FIRST READING(S)

10.) An Ordinance of the City of South Miami, Florida, authorizing the City Manager to execute a lease agreement with the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, for the property located at 6701 SW 58th Place, South Miami, Florida, 33143, for a term of five (5) years, commencing on October 1, 2020, and terminating on September 30, 2025. 3/5 (City Manager-Finance Dept.)

Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve this item on first reading passed by a 5 - 0 vote:

Yea: Mayor Philips
Vice Mayor Welsh
Commissioner Liebman
Commissioner Harris
Commissioner Gil

Nay: None

S) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 7:42 p.m.

Attest: Approved:

_____ _____

Nkenga A. Payne
City Clerk

Sally B. Philips
Mayor

DRAFT

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Nkenga Payne
Submitting Department: City Clerk
Item Type: Resolution
Agenda Section:

Subject:
A Resolution extending term limits and acknowledging Vice Mayor Welsh's appointment of Mrs. Helene Valentine to serve on the Green Task Force for an additional two-year term ending November 6, 2022. 3/5 (Vice Mayor Welsh)

Suggested Action:

Attachments:
Resolution Extending Term reappt GTF.Valentine.doc

Helene Valentine.pdf

RESOLUTION NO. _____

A Resolution extending term limits and acknowledging Vice Mayor Welsh's appointment of Mrs. Helene Valentine to serve on the Green Task Force for an additional two-year term ending November 6, 2022.

WHEREAS, the Mayor and Commission recognize the important contributions made by those who serve on the various City boards and committees and wish to appoint a full complement to each of the active boards and committees; and

WHEREAS, Vice Mayor Welsh desires to re-appoint Helene Valentine to serve for a two-year term on the Green Task Force.

WHEREAS, commencing with appointments made after January 1, 2009, Sec. 2-22 "Term Limits" of the Code of Ordinances provides that, appointees are limited to two (2) consecutive two-year terms of membership on a specific commission, board, or committee. After serving a maximum of two (2) consecutive year terms, an appointee shall not be reappointed to the same commission, board or committee unless at least one year has elapsed between the term limited position and the effective date of commencement of the proposed appointment for a new term; and

WHEREAS, Sec. 2-22 "Term Limits" of the Code of Ordinances, as amended by Ordinance No. 06-14-2184, dated April 15, 2014, provides that **t**he appointer, or his or her successor in office, may extend the term limits of his or her appointment with the advice and consent of a majority of the City Commission; and

WHEREAS, pursuant to Sec. 2-22 "Term Limits" of the Code of Ordinances, this will be Helene Valentine's fourth two-year term.

WHEREAS, Mrs. Valentine original appointment was November 6, 2014 and she was reappointed on March 7, 2017 and November 6, 2018, respectively; and

WHEREAS, Vice Mayor Welsh wishes to appoint Mrs. Valentine to the Green Task Force and to extend her term limits to an additional two-year term; and

WHEREAS, Mayor and Commission agree to the extension of Mrs. Valentine's term limits to serve on the Green Task Force for an additional two-year term exceeding the City's term limit ordinance as an allowable exception.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, THAT:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The City Commission hereby finds that Mrs. Valentine qualifies as an exception to the term limits set forth in Section 2-22 of the City's Code of Ordinances, approves of an extension of term limits for Mrs. Valentine and acknowledge her appointment by Vice Mayor Welsh to serve on the Green Task Force for an additional two-year term and.

Section 3. The expiration date of this appointment shall be November 6, 2022 or unless removed earlier.

Section 4. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 5. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Vice Mayor Welsh: Commissioner Liebman: Commissioner Gil: Commissioner Harris:
_____	
CITY ATTORNEY	

South Miami Florida All-America City 2001

RECEIVED
OCT 18 2018
CITY CLERK'S OFFICE

Referred by: Walter Harris
Mayor or Commissioner

CITY OF SOUTH MIAMI BOARD/COMMITTEE APPLICATION

6130 Sunset Drive
South Miami, FL 33143

Phone No. 305-663-6340
Fax No. 305-663-6348

1. I am interested in serving on the following board(s)/committee(s):
   Green Task Force (First choice) _____ (Second choice)
   _____ (Third choice) _____ (Fourth choice)
2. Name: Helene Valentine (Please print)
3. Home Address: 7300 SW 68th CT
4. Business Address: _____
5. Home Phone No. [redacted] Business Phone No. _____
   Fax No. _____
6. E-mail Address: helvalentine@yahoo.com
7. Education/Degree Earned: BA Biology
   Pertinent Experience: _____
   renewing committee membership
   Field Expertise: _____
8. Community Service:
9. Attached Resume: (Optional)
10. Are you a registered voter? Yes ☑ No ☐
11. Are you a resident of the City? Yes ☑ No ☐
12. Do you have a business in the City? Yes ☐ No ☑

Please be aware that all applicants who are appointed to any City board, commission or committee, as well as all employees and volunteers, who will provide any service or who may come into contact with vulnerable persons as defined in Section 435.02, Fla. Stat. (including children and the elderly) in the course of their appointment, employment or volunteerism, must compliance with Level II Background Screening and fingerprinting requirements as per, Florida Statute Ch. 435. Such individual must have passed the background screening to the satisfaction of the City prior to the appointment to the position or the start of any employment or volunteerism.

Signature [redacted] Date 10/19/2018
Applicant

Revised 4/15

Walter H

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Nkenga Payne
Submitting Department: City Clerk
Item Type: Resolution
Agenda Section:

Subject:
A Resolution extending term limits and acknowledging Commissioner Liebman's appointment of Bradley Cassel to serve on the Pension Board for an additional two-year term ending October 31, 2022. 3/5 (Commissioner Liebman)

Suggested Action:

Attachments:
Resolution Extending Term reappt Pension.Cassel.doc

Bradley Cassel.pdf

RESOLUTION NO. _____

A Resolution extending term limits and acknowledging Commissioner Liebman's appointment of Bradley Cassel to serve on the Pension Board for an additional two-year term ending October 31, 2022.

WHEREAS, the Mayor and Commission recognize the important contributions made by those who serve on the various City boards and committees and wish to appoint a full complement to each of the active boards and committees; and

WHEREAS, Commissioner Liebman desires to re-appoint Bradley Cassel to serve for a two-year term on the Pension Board.

WHEREAS, commencing with appointments made after January 1, 2009, Sec. 2-22 "Term Limits" of the Code of Ordinances provides that, appointees are limited to two (2) consecutive two-year terms of membership on a specific commission, board, or committee. After serving a maximum of two (2) consecutive year terms, an appointee shall not be reappointed to the same commission, board or committee unless at least one year has elapsed between the term limited position and the effective date of commencement of the proposed appointment for a new term; and

WHEREAS, Sec. 2-22 "Term Limits" of the Code of Ordinances, as amended by Ordinance No. 06-14-2184, dated April 15, 2014, provides that **t**he appointer, or his or her successor in office, may extend the term limits of his or her appointment with the advice and consent of a majority of the City Commission; and

WHEREAS, pursuant to Sec. 2-22 "Term Limits" of the Code of Ordinances, this will be Bradley Cassel's fifth two-year term.

WHEREAS, Mr. Cassel original appointment was September 4, 2012 and he was reappointed on August 19, 2014, November 1, 2016 and October 16, 2018, respectively; and

WHEREAS, Commissioner Liebman wishes to appoint Mr. Cassel to the Pension Board and to extend his term limits to an additional two-year term; and

WHEREAS, Mayor and Commission agree to the extension of Mr. Cassel's term limits to serve on the Pension Board for an additional two-year term exceeding the City's term limit ordinance as an allowable exception.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, THAT:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The City Commission hereby finds that Mr. Cassel qualifies as an exception to the term limits set forth in Section 2-22 of the City's Code of Ordinances, approves of an extension of term limits for Mr. Cassel and acknowledge his appointment by Commissioner Liebman to serve on the Pension Board for an additional two-year term and.

Section 3. The expiration date of this appointment shall be October 31, 2022 or unless removed earlier.

Section 4. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 5. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Vice Mayor Welsh: Commissioner Liebman: Commissioner Gil: Commissioner Harris:
_____	
CITY ATTORNEY	

RECEIVED
JUL 18 2012
CITY CLERK'S OFFICE

Referred by: Comm. Newman

CITY OF SOUTH MIAMI BOARD/COMMITTEE APPLICATION

6130 Sunset Drive
South Miami, FL 33143

Phone No. 305-663-6340
Fax No. 305-663-6348

1. **I am interested in serving on the following board(s)/committee(s):**

   Budget & Finance (First choice) _____ (Second choice)

   _____ (Third choice) _____ (Fourth choice)

2. **Name:** Bradley W. Cassel
   (Please print)
3. **Home Address:** 6790 SW 76th Terrace
4. **Business Address:** _____
5. **Home Phone No.** [redacted] **Business Phone No.** [redacted]
   Fax No. _____
6. **E-mail Address:** bwcassel@bellsouth.net
7. **Education/Degree Earned:** BA from FIU
   Pertinent Experience: Real Estate and Securities Background
   Field Expertise: Budget & Finance Committee 2011
8. **Community Service:**
   Miami Dade Water and Sewer Board
   City of South Miami Pension Board
   Ad Hoc Pension Reform Committee and and Audit Committee
9. **Attached Resume:** ☐ **(Optional)**
10. **Are you a registered voter?** Yes XXX No ____
11. **Are you a resident of the City?** Yes XXX No ____
12. **Do you have a business in the City?** Yes ____ No XXX

Signature Bradley Cassel _____ **Date** _____
Applicant

Revised 5/2010

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: John Barzola
Submitting Department: Police Department
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the City Manager to purchase six (6) vehicles from Alan Jay Fleet Sales, purchase and install of emergency equipment with Public Safety Supply and decals and installation from Graphics Design. 3/5 (City Manager-Police Dept.)

Suggested Action:

Attachments:
FY_2021_Police_Vehicle_Equipment_Purchase_CM_Memo.docx

FY 2021 6 Vehicle purchase from Alan Jay reso w numbers.docx

FSA20VEL28_PoliceRatedHybrid_251.pdf

251_LDDE48_CHARGER_POLICE_RWD_V8 (1).pdf

251_DODGE_LDDE48_CHARGER_PURSUIT_V8_RWD (1).pdf

IFB 516388_SUPPLIER_US.pdf

Resolution No. 002-20-15442 & Contract.pdf

SOUTH MIAMI PD PROPOSAL Graphics (FORD POLICE INTERCEPTOR SUV KIT).docx

Third & Final City of MiamiRenewal.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor & Members of the City Commission

FROM: Shari Kamali, City Manager

DATE: November 2, 2020

SUBJECT: A Resolution authorizing the City Manager to purchase six (6) vehicles from Alan Jay Fleet Sales, purchase and install of emergency equipment with Public Safety Supply and decals and installation from Graphics Design.

BACKGROUND: As part of the Police Departments on-going fleet management program and replacing vehicles with high mileage and reaching 9-10 years of service life the purchase of six (6) new vehicles utilizing the Florida Sheriffs Association Cooperative Purchasing Program will help augment the police fleet. All six (6) of the vehicles will be 2021 Dodge Charger Police.

The vehicles will be purchased from Alan Jay Fleet Sales who was awarded the alternate bid for the southern area of Florida utilizing a piggy back agreement from the Florida Sheriffs Association (FSA) Contract # FSA 20-Vel-28.0, purchase and install of emergency equipment from Public Safety Supply through a piggy back agreement from the City of Miami contract # 516388(21) and purchase and install of graphics from Graphic Design International.

Amount: Not to exceed $245,000

Account: The cost of the six (6) police vehicles, emergency equipment and graphics will not exceed $245,000 and will be charged to account 001-1910-521-6490, Capital Improvement (Vehicles and Equipment), with a current balance of $245,000.

ATTACHMENTS: Resolution with and without numbers
FSA Price Sheet
Public Safety Supply City of Miami Contract

RESOLUTION NO. _____

A Resolution authorizing the City Manager to purchase six vehicles from Alan Jay Fleet Sales, purchase and install of emergency equipment with Public Safety Supply and purchase decals and installation from Graphics Design.

WHEREAS, the Mayor and City Commission wish to purchase six (6) new 2021 Dodge Chargers and emergency equipment installed for the Police Department, and

WHEREAS, the Police Department through its fleet management program wishes to replace 9 and 10 year olds vehicles with high mileage from its fleet; and

WHEREAS, Alan Jay Fleet Sales was awarded the alternate bid by the Florida Sheriffs Association Southern District for Dodge Chargers; and

WHEREAS, Public Safety Supply will be utilized for the purchase of emergency equipment and installation for aforementioned vehicles via a piggyback agreement utilizing City of Miami contract # 516388(21); and

WHEREAS, the cost of the six (6) police vehicles, emergency equipment and graphics will not exceed $245,000; which will be charged to account 001-1910-521-6490, Capital Improvement (Vehicles and Equipment), with a current balance of $245,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section I: The City Manager is authorized to purchase six (6) Dodge Chargers Police Vehicles from Alan Jay Fleet Sales, through a piggyback agreement from the Florida Sheriffs Association Contract No FSA 20-VEL-28.0 and purchase and install emergency equipment from Public Safety Supply through a piggyback agreement from the City of Miami contract # 516388(21) and graphics from Graphic Designs International as approved in the 2020-2021 budget.

Section 2. Severability: If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this resolution.

Section 3: This resolution shall take effect immediately upon approval.

PASSED AND APPROVED this ____ day of _____, 2020.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

_____
CITY ATTORNEY

COMMISSION VOTE:
Mayor Phillips:
Vice Mayor Welsh:
Commissioner Liebman:
Commissioner Gil:
Commissioner Harris:

FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

Group: Police Rated & Police Hybrid Vehicles

Item: 251, Dodge, Charger V8 Police Rated Sedan RWD , LDDE48

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$25,546.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$25,607.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$25,446.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$25,507.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$25,496.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$25,507.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$25,546.00	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$25,607.00	Build	Options

Alan Jay Fleet Sales

(863)402-4234

Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Dodge Charger (LDDE48) Police RWD

Interior:Black, Heavy Duty Cloth Bucket & Rear Bench Seats

Exterior 1:White Knuckle Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

OPTIONS

CODE	MODEL
LDDE48	[Fleet] 2020 Dodge Charger (LDDE48) Police RWD
	OPTIONS
26A	Quick Order Package 26A
X5X9	Black, Heavy Duty Cloth Bucket & Vinyl Rear Bench
DFK	Transmission: 8-Speed Automatic (8HP70)
EZH	Engine: 5.7L V8 HEMI MDS VVT
GXQ	2 Additional Non-Key Alike Fobs
LNF	Black Left Spot Lamp
LNX	LED Spot Lamps
PW7	White Knuckle Clearcoat
TWW	Tires: P225/60R18 BSW Performance
	SUBTOTAL
	Adjustments Total
	Destination Charge
	TOTAL PRICE

FUEL ECONOMY

Est City:17 (2019) MPG

Est Highway:26 (2019) MPG

Est Highway Cruising Range:481.00 mi

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Data Version: 11658. Data Updated: Aug 16, 2020 10:22:00 PM PDT.

Standard Features - LDDE48-CHARGER POLICE RWD	
Code	**Description**
JKW	12V Center Console Power Outlet
JCC	160 MPH Primary Speedometer
NLQ	18.5 Gallon Fuel Tank
WEJ	18X7.5 Steel Wheels
DLL	2.62 Rear Axle Ratio
BAJ	220 Amp Alternator
DR3	220MM Rear Axle
EZH	5.7L V8 HEMI MDS VVT Engine
NAS	50 State Emissions
RCG	6 Speakers
RFJ	7.0" Touch Screen Display
DFK	8-Spd Auto 8HP70 Transmission
BCF	800 Amp Maintenance Free Battery
GAP	Acoustic Front Door Glass
GAK	Acoustic Windshield
CBD	Active Head Restraints
CG3	Advanced Multistage Front Air Bags
HAD	Air Cond'ing w/Dual Zone Temp Cntrl
JMA	Air Filtering
BNP	All Speed Traction Control
X8N	Alumn Front Suspension Parts Module
RFP	Apple CarPlay
LMG	Automatic Headlamps
DHD	AutoStick (R) Automatic Transmission
CHK	Base Headliner Module
LMC	Bi-Function Halogen Projector H/Lamp
MFA	Black Headlamp Bezels
XSB	Black Interior Accents
CKJ	Black Vinyl Floor Covering
MNK	Body Color Door Handles
LEP	Body Color Exterior Mirrors
MRC	Bodycolor Lower Bodyside Cladding
X8X	Brake & Knuckle Parts Module
BGE	Brake Assist
XSL	Brake/Park Interlock
MT1	Bright Charger Badge
WMH	Bright Hub Caps
XJM	Capless Fuel Fill w/o Discriminator
CKM	Cargo Compartment Dress-Up
CG6	Center Rear 3-Point Seat Belt
CF4	Child Seat Upper Tether Anchorages
LPA	CHMSL Lamp
CV8	Column Mount Automatic Shift Lever

Standard Features - LDDE48-CHARGER POLICE RWD	
Code	**Description**
JFA	Compass Gauge
DS8	Conventional Differential Rear Axle
LAT	Custom Defined Color Display Monitor
X82	Door Parts Module
JJB	Dual Note Electric Horns
NER	Dual Rear Exhaust
SBL	Electric Power Steering
BNS	Electronic Roll Mitigation
BNB	Electronic Stability Control
XAX	Engine Hour Meter
XXW	Engine Mount Heat Shield
NHA	Engine Oil Cooler
CFW	Fixed Rear Seat
GBC	Front & Rear Solar Control Glass
LCK	Front Dome Lamp
X8W	Front Fascias Parts Module
CGD	Front Height Adjust Shoulder Belts
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
TBW	Full Size Spare Tire
MCH	Gloss Black Fascia Applique
MAE	Gloss BlK Grille-Gloss Blk Xhairs
LBC	Glove Box Lamp
TZA	Goodyear Brand Tires
RF5	Google Android Auto
JLP	GPS Antenna Input
Z1F	GVW Rating - 5500#
*C8	HD Cloth Bucket & Rear Bench Seats
SDB	Heavy Duty Suspension
NZ5	High Speed Engine Controller
BNG	Hill Start Assist
BPT	Hydraulic Assist Brake Booster
JKK	Inside Emergency Trunk Lid Release
JAA	Instrument Panel
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio
XRB	Integrated Voice Command w/Bluetooth
RDL	Integrated Window Antenna
SCV	Leather Wrapped Steering Wheel
LM5	LED Daytime Running Lamps
SER	Load Leveling and Height Control
RS6	Media Hub (2 USB, Aux)

Standard Features - LDDE48-CHARGER POLICE RWD	
Code	**Description**
CUM	Mini Floor Console
APA	Monotone Paint
RG8	No Radio Amplifier
XA8	Non Adjustable Pedals
LAH	Outside Temp Display
TWW	P225/60R18 BSW Performance Tires
XAA	ParkSense Rear Park Assist System
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
NEA	Performance Exhaust
BR9	Police ABS 4-Wheel Hd Disc Brakes
AHB	Police Group
JPS	Power 6-Way Driver Seat
JKY	Power Accessory Delay
GTF	Power Mirrors w/Manual Foldaway
X87	Power Train Parts Module
JPC	Power Trunklid Release
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch,Up & Down
XSK	R134A A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
GXT	Rear Door Child Protection Locks
X8U	Rear Fascias Parts Module
X91	Rear Suspension Damper Parts Module
X85	Rear Suspension Parts Module
GNA	Rear View Day/Night Mirror
GFA	Rear Window Defroster
LHL	Remappable Steering Wheel Buttons
GXD	Remote Proximity Keyless Entry
AXR	Secure Park
GXX	Sentry Key Theft Deterrent System
XDK	Severe Duty Engine Cooling
GAM	Solar Control Glass
AHV	Special Service Group
NHM	Speed Control
JPH	Speed Sensitive Power Locks
LNQ	Spot Lamp Wiring Prep.
RDZ	Steering Wheel Mounted Audio Ctrls
GNC	Sun Visors w/Illum Vanity Mirrors
CJ2	Supp. Side Curtain Frt/Rr Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
SUE	Tilt/Limited Telescope Steering Col

Standard Features - LDDE48-CHARGER POLICE RWD	
Code	**Description**
XBN	Tip Start
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
LDC	Trunk Lamp
UAG	Uconnect 4 with 7" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
CKL	Vinyl Trunk Liner & Cover

ALAN JAY FLEET SALES

863-402-4234

christy.self@alanjay.com chris.wilson@alanjay.com scott.wilson@alanjay.com

ALL PRICES INCLUDE FREIGHT AND INSTALLATION

Specification # 251

AK9 HA-2520	K9 HEAT ALARM® PRO temperature alarm system includes horn activation, siren activation, light activation and dual window drop. Includes no K9 left behind, engine stall sensor, optional 10" fan with guard, carbon monoxide detector, smoke detector, and remote pager module for heat alarm pro, roof mount 10" fiberglass mast antenna, NMO mount, coax cable, and coupler box.	$3,135.00
AK9 HP-5020	Ace K9 K9 Hot-N-Pop® PRO temperature alarm & door opening system includes horn activation, siren activation, light activation, dual window drop and one door pop remote with holster. Includes no K9 left behins, engine stall sensor, optional 10" fan with guard, carbon monoxide detector, smoke detector, and remote pager module for hot-n-pop pro, roof mount 10" fiberglass mast antenna, NMO mount, coax cable, and coupler box.	$3,990.00
AWD 7040	Upgrade to AceWatchDog™ for use with Pro Alarm Systems AceWatchDog™ Server Service is $168.00 Per Year and the First Year is Included with New Unit. More Info: www.acek9.com/awd.html (Must Complete End User Questionaire from ACE/K9 when placing order)	$1,135.00
B&W-D&R	Dealer provided Black & White paint job on factory ordered Black vehicle, DOORS and ROOF painted white, mirrors and handles to remain black.	$1,910.00
B&W-DO	Dealer provided Black & White paint job on factory ordered Black vehicle, DOORS ONLY painted white, mirrors and handles to remain black.	$1,470.00
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	$215.00
3K SMART	3rd key and remote for vehicles with proximity access.	$380.00
3KR	Additional key and remote, cut and programmed.	$240.00
DT2 SDN	Deep tint film installed on front two door glass only.	$185.00
DTF SDN	Deep tint film installed on all side and rear glass.	$285.00
LIMO	Upgrade tint to LIMO on all tinted surfaces	$105.00
SAFE-T	Amerex 5lb Fire extinguisher, First Aide Only first aid kit, and King James & Co road triangles	$275.00
806-1206-SDN	XANTREX 600W pure sine inverter mounted under passenger seat with ignition sourced remote / user control mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$565.00
806-1210-SDN	XANTREX 1000W pure sine inverter mounted in trunk space with ignition sourced remote / user control mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$725.00
851-0451-SDN	XANTREX Xpower 450W inverter mounted under passenger seat. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$435.00
AA 1/3-2/3	American Aluminum 1/3 inmate & 2/3 K9 system includes rubber mat, matte black powder coat & white interior cage light. Vehicle specific kennel manufacturered from heavy gauge aluminum designed for easy cleaning and officer comfort, installed.	$3,790.00
AA RUBBER	American Aluminum additional vehicle specific rubber mat (K9 systems include rubber mat).	$165.00
AA WATER	American Aluminum permanent mount spill resistant water dish with 1 gallon capacity.	$140.00
GJ CHA-CM	Gamber Johnson pedestal system laptop stand kit (cradle not included).	$915.00
GJ CHA-CON	Gamber Johnson 10.5" emergency console includes leg kit, cupholder, armrest, (3) DC outlet faceplate, and necessary blank plates.	$975.00
GJ CHA-CON-MON	Gamber Johnson 10.5" emergency console includes cupholder, armrest, (3) DC outlet faceplate, mongoose computer mount motion attachment (cradle not included), and necessary blank plates.	$1,345.00
HAV CHA-CM-PREM	Havis passenger seat mount computer mount stand, premium with slide feature. (cradle sold separately)	$915.00

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HAV CHA-CM-STD	Havis passenger seat mount computer mount stand, standard. (cradle sold separately)	$545.00
HAV CHA-CON17	Havis 17"L x 10"H console includes mounting, side mount arm rest, (3) DC power outltes, (2) cup holders, and necessary blanks.	$890.00
HAV CHA-CON24	Havis 24"L x 10"H console includes mounting, side mount arm rest, (3) DC power outltes, (2) cup holders, and necessary blanks.	$815.00
HAV CHA-K9	Havis K9 Transport system powder coated white.	$3,985.00
PG CHA-1/2CAGE	Pro-Gard single compartment prisoner cage, Pro-Cel ½ Partition for passenger side.	$2,955.00
PG CHA-1/2CAGE-OSB	Pro-Gard single compartment prisoner cage, Pro-Cel ½ Partition for passenger side with officer safe seat belt.	$3,215.00
PG CHA-DOOR-ABS	Pro-gard ABS door panels.	$340.00
PG CHA-FLOOR-PAN	Pro-gard charcoal grey ABS floor pan.	$510.00
PG CHA-PART	Pro-gard partition includes poly center slider window with expanded metal insert and lower extension panel.	$1,375.00
PG CHA-PART-RECESS	Pro-gard space saver plus RECESSED panel prisoner transport partition with lower extension panels	$1,505.00
PG CHA-PUSH	Pro-gard HD Charger push bumper.	$765.00
PG CHA-SEAT-CONT	Pro-gard charcoal grey ABS contoured prisoner seat (features contoured, padded back) and outboard seat belts.	$1,250.00
PG CHA-SEAT-STR	Pro-gard charcoal grey ABS standard prisoner seat (features straight back) and outboard seat belts.	$1,250.00
PG CHA-SWB	Pro-gard steel window bars (for use with O.E.M. door panels only)	$460.00
SET CHA 1/2CAGE	Setina 6VS single prisoner transport cage, coated polycarbonate window with OEM seat.	$1,690.00
SET CHA-FLOOR-PAN	Setina TPO plastic floor pan	$520.00
SET CHA-PART-10VS	Setina 10VS C prisoner cage with uncoated polycarbonate, vinyl coated expanded metal window security screen, and lower extension panels.	$1,230.00
SET CHA-PART-8VS	Setina 8VS prisoner cage with 1/2 uncoated polycarbonate, 1/2 winyl coated expanded metal and lower extension panels.	$1,085.00
SET CHA-PART-RECESS-10VS	Setina 10VS C RESESSED panel prisoner cage with uncoated polycarbonate, vinyl coated expanded metal window security screen, and lower extension panels.	$1,280.00
SET CHA-PART-RECESS-8VS	Setina 8VS RESESSED panel prisoner cage with 1/2 uncoated polycarbonate, 1/2 winyl coated expanded metal and lower extension panels.	$1,190.00
SET CHA-PB	Setina push bumper.	$820.00
SET CHA-PB450L2	Setina lighted push bumper with (2) forward facing ION LED lights, installed.	$1,320.00
SET CHA-PB450L4	Setina lighted push bumper with (2) forward facing LED lights & (2) side facing LED lights, installed.	$1,565.00
SET CHA-SEAT-FULL	Setina full replacement transport seat TPO plastic with center pull belts.	$1,340.00
SET CHA-SWB	Setina window armor bars.	$455.00
SET CHA-SWB	Setina door panels.	$480.00
SET CHA-TRAY	Setina aluminum electronics trunk tray.	$695.00
UT-1001	Havis universal laptop tray.	$310.00
GJ-CRADLE	Gamber Johnson universal laptop tray.	$360.00
2PAY	Issuance of a purchase order against this quotation reflects understanding of the terms within and that the purchaser is to pay in accordance with Title XIV Chapter 218 FlorIda State Statutes, per 218.70 - Prompt Payment Act.	$0.00

Specification # 251

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MAN-UP	All manufacturers upgrades will be offered in accordance with Terms and Conditions 2.13 OPTION PRICING, the upgrade will be calculated by the net difference between dealer cost on the representative base vehicle (bid price) and the total MSRP of the requested option modifying the vehicle. A copy of the window sticker and standard equimpment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	$0.00
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	$315.00
OEM-COMPAT	Factory options many not be compatible with one another. Please request a formal quote in accordance with FSA contract guidelines from Alan Jay Fleet to ensure compatibility & improve transactional integrity.	$0.00
RPO-FSA	All regular and factory production options to be offered at $1 discount from MSRP in accordance with Terms and Conditions 2.13 OPTION PRICING. A copy of the window sticker and standard equimpment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	$0.00
TEMP-TAG	Temporary tag	$55.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	$250.00
EWA	Price to be quoted at Florida Mandatory Sales Price. Warranties available through: Ford ESP, GMPP, NISSAN, JM&A, MOPAR. PRICES TO BE QUOTED FOR SPECIFIC VEHICLE AND POWER TRAIN COMBINATION.	$0.00
NICO	Any Option not listed in this price schedule may be added in accordance with contract guidelines (not to exceed MSRP).	$0.00
TP CHA-COMP-SA	TROY PRODUCTS 2011+ Charger stand alone passenger seat mount computer stand with swing arm (DOCKING STATION NOT INCLUDED).	$595.00
TP CHA-COMP-SL	TROY PRODUCTS 2011+ Charger stand alone passenger seat mount computer stand with SLIDING arm (DOCKING STATION NOT INCLUDED).	$720.00
TP CHA-CON22	TROY PRODUCTS 22" level console. Includes faceplates, 4" dual cup internal beverage holder 4" shallow console tray, 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console.	$950.00
TP CHA-ELEC-TRAY	TROY PRODUCTS flip-down wheel well electronics tray.	$335.00
TP CHA-PART-FIX	TROY PRODUCTS fixed window all poyl carbonate partition with pre-punched holes and weapon recess panel. Includes mounting kit & partition kick panels with big foot pockets for Charger.	$1,455.00
TP CHA-PART-SLIDE	TROY PRODUCTS large window partition with sliding window, crawl-through barrier and weapon recess panel, Includes mounting kit & partition kick panels with big foot pockets for Charger.	$1,430.00
TP CHA-SEAT	TROY PRODUCTS rear plastic seat with Officer-Safe seat belt system.	$1,060.00
TP CHA-SWB	TROY PRODUCTS driver & passenger welded vertical bar window guards.	$390.00

Alan Jay Fleet Sales

(863)402-4234

Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (Complete)

Optional Equipment

CODE	DESCRIPTION	PRICE
COMP	Contact Dealer for compatibility of options prior to placing order.	$0.00
RPO FSA	All Regular And Factory Production Options to be offered at discount from MSRP, Copy of Window Sticker Standard equimpment list and MSRP option prices to be provided to customer with each contract conforming quote. If a model upgrade or downgrade model is requested that is not otherwise available as another specification in the contract the model upgrade/downgrade will be offered as an additional option in accordance with the Terms and Conditions.	$0.00

ENGINE		
CODE	**DESCRIPTION**	**PRICE**
EZH	Engine: 5.7L V8 HEMI MDS VVT (STD)	$0.00

TRANSMISSION		
CODE	**DESCRIPTION**	**PRICE**
DFK	Transmission: 8-Speed Automatic (8HP70) (STD)	$0.00

TIRES		
CODE	**DESCRIPTION**	**PRICE**
TWW	Tires: P225/60R18 BSW Performance (STD)	$0.00
TYL	Tires: 245/55R18 BSW Performance -inc: Goodyear Brand Tires	$179.00

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (Complete)

PRIMARY PAINT		
CODE	**DESCRIPTION**	**PRICE**
PSE	Triple Nickel Clearcoat	$0.00
PW7	White Knuckle Clearcoat	$0.00
PWL	White Gold Clearcoat	$499.00
PX8	Pitch Black Clearcoat	$0.00

SEAT TYPE		
CODE	**DESCRIPTION**	**PRICE**
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats	$0.00
X5X9	Black, Heavy Duty Cloth Bucket Seats w/Vinyl Rear	$119.00

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	**DESCRIPTION**	**PRICE**
AEB	Street Appearance Group -inc: Front Reading/Map Lamps, 18" Wheel Covers, Dual Remote USB Port - Charge Only, Front/Rear Climate Control Outlets, Media Hub (2 USB, AUX), Rear Shelf Silencer Insulation, Power Heated Mirrors w/Man F/Away, Exterior Mirrors w/Heating Element, Floor Carpet, Front & Rear Floor Mats, Illuminated Front Cupholders	$374.00
AHM	Convenience Group I -inc: Power Adjustable Pedals, Power Driver/Passenger 4-Way Lumbar Adjust, Power Front Driver/Passenger Seats	$479.00
AV2	Integrated Display Package -inc: Radio: Uconnect 3C w/8.4" Display, 12.1" Integrated Display Screen, Nav-Capable! See Dealer for Details	$2,239.00
AWC	Fleet Safety Group -inc: Blind Spot Power Fold Pursuit Mirrors, Exterior Mirrors w/Heating Element, Blind Spot & Cross Path Detection	$349.00
AYE	Patrol Package Base Prep -inc: Siren Speaker & Bracket, Trunk Tray & Cooling Fan, Power Distribution Center, Front & Rear Wire Harness	$1,999.00
AYJ	Max Flow Package -inc: Lower Grille Texture - Police	$149.00
AYW	Patrol Package Wiring Prep Package -inc: Power Distribution Center, Front & Rear Wire Harness	$1,149.00

ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	**DESCRIPTION**	**PRICE**
DR3	220MM Rear Axle	STD
NHK	Engine Block Heater	$94.00
NHK	Engine Block Heater	$0.00

Alan Jay Fleet Sales

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	PRICE
GUK	Power Heated Mirrors w/Man F/Away -inc: Exterior Mirrors w/Heating Element	$59.00
LNA	Matching Right Spot Lamp	$209.00
LNF	Black Left Spot Lamp	Inc.
LNX	LED Spot Lamps	Inc.
MDA	Front License Plate Bracket	$0.00
MSY	Delete Badge -inc: Dodge Grille Badge	$0.00
NZE	Base Engine Controller -inc: Limits top speed to 129 mph	$0.00
TBF	Delete Spare Tire -inc: Tire Service Kit *CREDIT*	($25.00)
TBH	Full Spare Tire Relocation Bracket	$144.00
W8A	18" Wheel Covers	$39.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	PRICE
CBT	Steel Seat Back Panel Inserts	$134.00
CK9	Delete Carpet -inc: Replace Full Console w/Mini Console	$0.00
CKD	Floor Carpet -inc: Front & Rear Floor Mats	$124.00
CKJ	Black Vinyl Floor Covering	STD
CM8	Replace Full Console w/Mini Console	$0.00
CUG	Police Floor Console	$749.00
CW6	Deactivate Rear Doors/Windows	$74.00
GXA	Entire Fleet Alike Key (FREQ 2)	$139.00
GXE	Entire Fleet Alike Key (FREQ 3)	$139.00

Alan Jay Fleet Sales

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	PRICE
GXF	Entire Fleet Alike Key (FREQ 1)	$139.00
GXG	Entire Fleet Alike Key (FREQ 4)	$139.00
HGC	Rear Shelf Silencer Insulation	$39.00
LBG	Front Reading/Map Lamps	$74.00
LSA	Security Alarm	$149.00
XDG	Passenger Side Ballistic Door Panel	$2,349.00
XDV	Drive Side Ballistic Door Panel	$2,349.00
XFX	Equipment Mounting Bracket	$99.00
YEP	Manufacturer's Statement of Origin	$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 11658. Data Updated: Aug 16, 2020 10:22:00 PM PDT.

City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFBNumber:	**516388**
Title:	**IFB for Purchase and/or Installation of Municipal Vehicle Equipment-Citywide**
Issue Date/Time:	**21-SEP-2015**
IFBClosing Date/Time:	**14-OCT-2015 @ 15:00:00**
Pre-Bid/Pre-Proposal Conference:	**None**
Pre-Bid/Pre-Proposal Date/Time:	
Pre-Bid/Pre-Proposal Location:	
Deadline for Request for Clarification:	**Tuesday, September 29, 2015 at 3:00PM**
Contracting Officer:	**Falcon, Eduardo**
Hard Copy Submittal Location:	**City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US**
Contracting Officer E-Mail Address:	**efalcon@miamigov.com**
Contracting Officer Facsimile:	**305-400-5390**

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver**, F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

_____

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

_____

Year Established:

_____

Office Location: City of Miami, Miami-Dade County, or Other

_____

Occupational License Number:

_____

Occupational License Issuing Agency:

_____

Occupational License Expiration Date:

_____

Will Subcontractor(s) be used? (Yes or No)

_____

If subcontractor(s) will be utilized, provide their name, address and the the portion of the work they will be responsible for under this contract (a copy of their license(s) must be submitted with your bid response). If no subcontractor(s) will be utilized, please insert N/A.:

_____

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

_____

Reference No. 1: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

_____

Reference No. 1: Address, City, State, and Zip for above reference company/agency listed:

_____

Reference No. 1: Name of Contact Person and Telephone Number for above reference no. 1

Reference No. 1: Date of Contract or Sale for above reference no. 1

Reference No. 2: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 2: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 2: Name of Contact Person and Telephone Number for above reference no. 2

Reference No. 2: Date of Contract or Sale for above reference no. 2

Reference No. 3: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 3: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 3: Name of Contact Person and Telephone Number for above reference no. 3

Reference No. 3: Date of Contract or Sale for above reference no. 3

Line: **1**

Description**: Percent Discount Off Manufacturers List Price Catalog for Mavron Inc, www.mavron.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **2**

Description**: Percent Discount Off Manufacturers List Price Catalog for Van-Cell, Inmate & Prisoner Transportation System, www.van-cell.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **3**

Description**: Percent Discount Off Manufacturers List Price Catalog for Federal Signal**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **4**

Description**: Percent Discount Off Manufacturers List Price Catalog for Signal Technology Enterprises, www.signaltechnology.net**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **5**

Description**: Percent Discount Off Manufacturers List Price Catalog for HG2 Emergency Lighting, www.hg2lighting.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **6**

Description**: Percent Discount Off Manufacturers List Price Catalog for WANCO, www.wanco.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **7**

Description**: Percent Discount Off Manufacturers List Price Catalog for MPH Radar, www.mphindustries.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **8**

Description**: Percent Discount Off Manufacturers List Price Catalog for TUFLOC, www.tufloc.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **9**

Description**: Percent Discount Off Manufacturers List Price Catalog for PUGS Custom Cabinets, www.pugscabinets.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **10**

Description**: Percent Discount Off Manufacturers List Price Catalog for Unity Manufacturing, www.unityusa.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **11**

Description**: Percent Discount Off Manufacturers List Price Catalog for Star Headlight & Lantern Co., www.star1889.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **12**

Description**: Percent Discount Off Manufacturers List Price Catalog for Able-2 Products, www.able2products.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **13**

Description**: Percent Discount Off Manufacturers List Price Catalog for Brooking Industries Ltd., www.brookingindustries.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **14**

Description**: Percent Discount Off Manufacturers List Price Catalog for Go-Rhino, www.gorhino.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **15**

Description**: Percent Discount Off Manufacturers List Price Catalog for LUND Products, www.lundinternational.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **16**

Description**: Percent Discount Off Manufacturers List Price Catalog for Streamlight, www.streamlight.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **17**

Description**: Percent Discount Off Manufacturers List Price Catalog for PRO-Copper, www.procopper.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **18**

Description**: Percent Discount Off Manufacturers List Price Catalog for L3 Mobile Vision, www.mobile-vision.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **19**

Description**: Percent Discount Off Manufacturers List Price Catalog for Patrol Witness, www.patrolwitness.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **20**

Description**: Percent Discount Off Manufacturers List Price Catalog for Plate Scan, www.platescan.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **21**

Description**: Percent Discount Off Manufacturers List Price Catalog for Pro-gard Products LLC, www.progard.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **22**

Description**: Percent Discount Off Manufacturers List Price Catalog for Setina Manufacturing, www.setina.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **23**

Description**: Percent Discount Off Manufacturers List Price Catalog for RAM Mounts, www.ram-mount.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **24**

Description**: Percent Discount Off Manufacturers List Price Catalog for Jotto Desk Vehicle Mounting Solutions, which includes: Patriot Products and Kodiak Mobile, www.everythingbutlights.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **25**

Description**: Percent Discount Off Manufacturers List Price Catalog for Big Sky Racks, www.bigskyracks.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **26**

Description**: Percent Discount Off Manufacturers List Price Catalog for BLI International, www.prioritystart.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **27**

Description**: Percent Discount Off Manufacturers List Price Catalog for Tremco, www.tremcopoliceproducts.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **28**

Description**: Percent Discount Off Manufacturers List Price Catalog for Gamber-Johnson, www.gamberjohnson.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**

Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **29**

Description**: Percent Discount Off Manufacturers List Price Catalog for Kustom Signals Inc, www.kustomsignals.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **30**

Description**: Percent Discount Off Manufacturers List Price Catalog for Sound-off Signal, www.soundoffsignal.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **31**

Description**: Percent Discount Off Manufacturers List Price Catalog for Truck Vault Secure Storage Solutions, www.truckvault.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **32**

Description**: Percent Discount Off Manufacturers List Price Catalog for American Aluminum Accessories, www.ezrideronline.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **33**

Description**: Percent Discount Off Manufacturers List Price Catalog for NOVA Electronics, www.strobe.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **34**

Description**: Percent Discount Off Manufacturers List Price Catalog for Watch Guard Digital in Car Video, www.watchguardvideo.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **35**

Description**: Percent Discount Off Manufacturers List Price Catalog for All Traffic Solutions, www.alltrafficsolutions.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **36**

Description**: Percent Discount Off Manufacturers List Price Catalog for Whelen, www.whelen.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **37**

Description**: Percent Discount Off Manufacturers List Price Catalog for Code 3 Public Safety Equipment, www.code3pse.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **38**

Description**: Percent Discount Off Manufacturers List Price Catalog for Troy Industries, www.troyproducts.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **39**

Description**: Percent Discount Off Manufacturers List Price Catalog for Adamson Industries, www.adamsonindustries.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **40**

Description**: Percent Discount Off Manufacturers List Price Catalog for Ray Allen Manufacturing Company, www.rayallen.com**

(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **41**

Description**: Percent Discount Off Manufacturers List Price Catalog for Havis-Shields Manufacturing Company, www.havis.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **42**

Description**: Percent Discount Off Manufacturers List Price Catalog for Radiotronics Inc., www.radiotronics.com**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **43**

Description**: Percent Discount Off Manufacturers List Price Catalog for Drivecam,**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **44**

Description**: Percent Discount Off Manufacturers List Price Catalog for Laguna 3P, www.laguna3p.com**

(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **45**

Description**: Labor Time to install Prisoner Cage**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **46**

Description**: Labor Time to install Prisoner Seat**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **47**

Description**: Labor Time to install Prisoner Seat & Cage**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **48**

Description**: Labor Time to install Rear Window Bars with OEM or ABS door panels**
(express as a decimal, 1/2 hour = .5)

Category: **05557-00**

Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **49**

Description**: Labor Time to install Rear Window Bars and ABS door panels (express as a decimal, 1/2 hour = .5)**

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **50**

Description**: Labor Time to install Four (4) Corner Universal LED Hideaway Light System with Controller (express as a decimal, 1/2 hour = .5)**

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **51**

Description**: Labor Time to install Four (4) Corner Universal LED Hideaway Light System without Controller (express as a decimal, 1/2 hour = .5)**

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **52**

Description**: Labor Rate: Discounted Hourly Labor Rate to Install Items From Catalogs and Packages as Listed.**

Category: **05557-00**

Unit of Measure: **Hour**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **53**

Description**: Balance of Line: % Discount off Catalogs Not Listed.**
(express as a decimal, i.e. 40% discount = .40)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

List the catalogs that are being discounted _____

Line: **54**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Sedans (Compact to Full Size)**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **55**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Sports Utility Vehicles**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **56**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Pickups Standard Cab**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **57**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Pickups Extended Cab**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

Line: **58**

Description**: ADD-ON SERVICES Window Tinting with Labor Included for Pickups Crew Cab**
(as per section 3.1.3)

Category: **05557-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of $25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: http://www.ci.miami.fl.us/procurement

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of

the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the

City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response

for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

E. Uniform Commercial Code (Florida Statutes, Chapter 672).

F. Americans with Disabilities Act of 1990, as amended.

G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

I. City Procurement Ordinance City Code Section 18, Article III.

J. Conflict of Interest, City Code Section 2-611;61.

K. Cone of Silence, City Code Section 18-74.

L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than $200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.

(8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the

responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS – An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B. Failure to begin the work under this Contract within the time specified.

C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure

to comply with these requirements may deem a Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) Addenda (as applicable)

2) Specifications

3) Special Conditions

4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A.Rejection of Responses

The City may reject a Response for any of the following reasons:

1) Bidder/Proposer fails to acknowledge receipt of addenda;

2) Bidder/Proposer mistates or conceals any material fact in the Response ;

3) Response does not conform to the requirements of the Formal Solicitation;

4) Response requires a conditional award that conflicts with the method of award;

5) Response does not include required samples, certificates, licenses as required; and,

6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that

employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

A. Use of information only for performing services required by the contract or as required by law;

B. Use of appropriate safeguards to prevent non-permitted disclosures;

C. Reporting to the City of Miami of any non-permitted use or disclosure;

D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E. Making Protected Health Information (PHI) available to the customer;

F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G. Making PHI available to the City of Miami for an accounting of disclosures; and

H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify , hold harmless and defend the City, its officials, officers,

agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statues, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS)as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor’s facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City’s Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled “Insurance

Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.52. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.53. NONDISCRIMINATION –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.55. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.56. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.57. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.58. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or

circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.59. PERFORMANCE/PAYMENT BOND – A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) – Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

1.61. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.62. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.64. PROMPT PAYMENT – Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.65. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.66. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.67. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.68. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled “Contracts; public records”. Contractor’s failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.70. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than $25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed $25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1.Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after

receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than $25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the

City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or $5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.74. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.76. SERVICE AND WARRANTY –When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.77. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.78. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.79. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.80. TERMINATION –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.81. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or

defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.82. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.83. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.84.TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.86. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.87. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for City of Miami Municipal Vehicle Equipment - Citywide, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Procurement Department, Attn: Eduardo Falcon; fax: (305) 400-5390 or email: efalcon@miamigov.com, and a copy filed with the Office of the City Clerk, pursuant to Section **1.34. Cone of Silence**. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Tuesday, September 29, 2015 at 3:00PM. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. PRE-BID/PRE-PROPOSAL CONFERENCE

None

2.4. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for two (2) years with the option to extend for three (3) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.5. CONDITIONS FOR RENEWAL

Each renewal of this Contract is subject to the following:

(1) continued satisfactory performance compliance with the specifications, terms and conditions established herein and

(2) availability of funds.

2.6. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Successful Bidder or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense. No guarantee, warranty or representation is made that any particular project(s) will be awarded to any firm(s).

2.7. METHOD OF AWARD

Award of this contract will be made to the responsive and responsible bidder(s) who bid(s) on Lines Sections for Catalogs, Installations and Discounted Labor Rate. Bidder(s) must offer the highest discount off the Manufacturers Price Catalogs, Section 3.1.1., and the lowest Hourly Labor Rates for standard and packaged installations identified, Section 3.1.2. Bidders must submit percent discount bids on all catalogs that you desire to supply and install.

Bidders who bid on the Installations, Section 3.1.2., must bid on the Catalogs, Section 3.1.1. as well as submit the time requirements and the Discounted Hourly Labor Rate for all installations shown, or your bid will be deemed non-responsive.

If a catalog is offered by more than one vendor, the City will calculate the total cost of the discounted parts and total amount of hours required multiplied by the vendors discounted labor rate to determine the lowest price for that purchase.

Bidders may provide an all inclusive price for items categorized as ADD-ON SERVICES

Line Items categorized as ADD-ON SERVICES, will be issued to the vendor(s) performing other contracted work on the unit(s), and not be issued as stand alone work.

2.8. BIDDERS MINIMUM QUALIFICATIONS

Bids will be considered only from firms that are regularly engaged in the business of providing goods and/or services as described in this Bid; that have a record of performance for a minimum period of three (3) years; and that have sufficient financial support, equipment and organization to insure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.

Bidder shall not have:

(1) any member, officer, or stockholder that is in arrears or in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City or

(2) any record of pending lawsuits or criminal activities or have ever been declared bankrupt.

2.9. FACILITY LOCATION

The facility where work is to be performed must be within Miami-Dade or Broward Counties. Bidder shall designate on the Header/Attributes Section, the address of service/equipment installation facility.

2.10. CATALOG DISCOUNTS

Bids shall be submitted on the basis of a discount from selected manufacturer’s published price list(s). Such published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

2.11. FIXED AND FIRM PRICING

All prices quoted annually for the originally submitted Catalogs are fixed and firm for each year of the contract period.

All prices quoted for the Installation Hourly Labor Rate are fixed and firm throughout the whole term of the contract.

2.12. HOURLY LABOR AND INSTALLATION PRICES

The discounted hourly labor and installation prices provided in Specifications, Sections 3.1.1., Catalogs and 3.1.2., Installations, shall include full compensation for all labor, equipment use, travel time and any other cost to the Bidder. This rate is established to be at straight time for all labor, except as otherwise noted. It is understood that any portion of an hour will be charged at the nearest quarter hour period.

ADD-ON SERVICES pricing are all-inclusive of all labor, parts and equipment.

2.13. DELIVERY / LIQUIDATED DAMAGES

Bidder shall provide and/or install all items at the guaranteed delivery time specified by the City.If the Successful Bidder fails to deliver and install equipment within the specified delivery time, it is understood that **$10.00** of the unit price per calendar day per item will be deducted, as liquidated damages, for each day beyond the specified delivery time (not to exceed the total amount of the contract), not as a penalty, but as a form of compensation for the loss of not having the ability to use the product.

2.14. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) or authorized representative(s) and/or should remedial action not be taken within twenty-four (24) hours on any failure to perform according to Specifications (Section 3.0), the City reserves the right to declare Successful Bidder in default of the contract or make appropriate reductions in the contract payment or terminate the contract for cause.

2.15. AS OR EQUAL

Manufacturer's name, brand name and/or style number when used in these specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design required. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording NO SUBSTITUTION is used. Bids on bidder's equal will be considered provided the bidder specifies brand model, and the necessary descriptive literature. In the event the City elects to contract for an alternate purported to be an equal by the bidder, the acceptance of the item will be conditioned on the City's inspection and testing after receipt. If in the sole judgment of the City the item is determined not to be an equal, the material shall be returned at the Successful Bidder's expense. The City reserves the right to provide the Successful Bidder the opportunity to deliver a product of equal quality or terminate the contract in part or in whole and make award to the next lowest responsive, responsible bidder.

2.16. INSURANCE REQUIREMENTS

INDEMNIFICATION

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of

the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to City of Miami, c/o Purchasing Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(1) Worker's Compensation

A. Limits of Liability - Statutory - State of Florida

(2) Commercial General Liability (Primary and Non-Contributory):

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: $1,000,000

General Aggregate Limit: $2,000,000

Personal and Adv. Injury. Products and Completed Operations and Fire Damage: $1,000,000.

B. Endorsements Required:

City of Miami included as an Additional insured. Employees included as insured. Contractual Liability.

(3) BusinessAutomobile Liability

A. Limits of Liability

Bodily injury and property damage liability combined single limits. Any Auto, including hired, borrowed or owned, or non-owned autos used in connection with the work - $1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

(4) Garage Keepers Legal Liability

A. Limits of Liability $ 50,000

Coverage written on a Legal Liability Basis, Primary

B. Deductibles

Comprehensive Each Auto $1,000/$2,500 Max

Collision or Upset Each Auto $1,000/$5,000 Max

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength,

by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Bidder.

2.17. PATENTS AND ROYALTIES

The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the contractor or if such claim is based solely and exclusively upon the alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the contractor may, at his/her expense, procure for the City the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are available, the City will agree to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patents or copyrights, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such designs, devices, or materials in any way involved in the work.

2.18. INSTALLATION, PICK-UP AND DELIVERY REQUIREMENTS

All installations will be done at either the Successful Bidder's location (Miami-Dade County or Broward County), their sub-contractors location (Miami-Dade County or Broward County) or at the General Services Administration, Fleet Division location, the Fire Garage or authorized predetermined location within the City of Miami.

Time: Bidders shall indicate the number of calendar days required to furnish and/or install the equipment after

receipt of the units at their facility.

Time of delivery may be extended for a specific period when the cause of such delay is beyond the control of the Successful Bidder and provided that written notice is given to the City immediately upon knowledge of impending delay.

All completed units must be delivered to General Services Administration, Fleet Division location, the Fire Garage or authorized predetermined location within the City of Miami.

Failure to comply with the delivery schedule time may result in liquidated damages being accessed as per section 2.13.

2.19. METHOD OF PAYMENT

Payment shall be made upon receipt and acceptance of all properly invoiced, approved and completed billings. No down or partial down payments shall be made.

2.20. PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The Successful Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Bid solicitation. The packing slip shall be attached to the shipping carton(s) which contains the items and shall be made available to the City's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve same before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.22. ADDITIONS/DELETIONS OF SUPPLIERS/FACILITIES/ITEMS/SERVICES

Although this Solicitation identifies specific suppliers/facilities/items/services to be serviced, it is hereby agreed and understood that any suppliers/facilities/items/services may be added/deleted to/from this contract at the sole option of the City. When a new distributor, product or other additions to the contract are required, the all existing and new Bidders under this contract shall be invited to submit price quotes for these new suppliers/facilities/items/services. If these quotes are comparable with market prices offered for similar suppliers/facilities/items/services, they shall be added to the contract, whichever is in the best interest of the City, and an addendum and a separate purchase order shall be issued by the City.

2.23. CONTRACT ADMINISTRATORS

Upon award, Successful Bidder shall report and work directly with Carlos Pau and John Babos, Superintendant for Heavy and Light Fleets respectively, who shall be designated as the Contract Administrator for GSA and Jose

Davila, Superintendent of Support Services, as the Contract Administrator for Fire/Rescue Garage.

2.24. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities, experience and the portion of the work to be done by the Subcontractor. Failure to identify any and all Subcontractors in the Bid may render the Bid non-responsive.

The Successful Bidder(s) shall not, at any time during the tenure of the contract, subcontract any part of the operations or assign any portion or part of the contract, to Subcontractor(s) not originally mentioned in the Bid, except under and by virtue of permission granted by the City through the proper officials.

Nothing contained in these specifications shall be construed as establishing any contractual relationship between any Subcontractor and the City.

The Successful Bidder(s) shall submit a list of all Sub-Contractor reference information including contacts, address, phone, fax, email, copies of licenses required by the State of Florida and/or Miami-Dade County, in the Header/Attachments Section of this bid and be fully responsible to the City for the acts and omissions of the Sub-Contractor and their employees, the same as for acts and omissions of persons employed by Contractor.

2.25. WORKMANSHIP AND MATERIALS

All parts installed and materials used in performance of this contract shall be new (of current design or manufacture). All materials and workmanship shall be of the highest quality. The City shall be the sole judge as to parts and workmanship.

2.26. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing Tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition;

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;

(3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1);

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation of Florida Statute Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such finding;

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted and

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder shall assume the expense and repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time (not to exceed one month from date damage occurred).

2.28. FACTORY DEFECTS

All material specified hereafter shall be fully guaranteed by the Successful Bidder against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the Bidder at no expense to the City.

2.29. WARRANTY, FITNESS FOR PURPOSE

The Successful Bidder warrants the materials and labor supplied and the work performed under this contract conform to warranty materials provided for two (2) years from date of completion.

Any payment by the City on behalf of the goods or services received from the Successful Bidder does not constitute a waiver of these warranty provisions.

The Successful Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within seven (7) calendar days after the City notifies the Successful Bidder of such deficiency in writing. If the Successful Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Successful Bidder, in writing, that the Successful Bidder may be debarred as a City Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the Successful Bidder fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Successful Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the Successful Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

2.30. QUALITY AND MANUFACTURE

The apparent silences of these specifications as to any details or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

Specifications, brands and manufacturers' names, where given, are to establish product type and quality required. Any equal thereto will be considered, subject to the approval of the City of Miami. Bidders shall indicate on the Bid Sheets, the manufacturer, brand and model or style number they intend to supply to the City, for each item Bid. All materials shall be new, of current manufacture, and shall carry standard warranties. No substitutions

shall be allowed after the Bid is awarded unless so authorized by the City.

The City reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. Any and all costs for testing shall be borne by Bidder. On the basis of this testing and analysis, the City shall be sole judge of the acceptability of the sample in conjunction with the Bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the Bidder during the contract period shall conform to the sample submitted. The Bidder shall be required to provide adequate restitution to the City, in the manner prescribed by the City, if this warranty is violated during the term of the contract.

2.31. PRODUCT SUBSTITUTES

In the event a particular approved and awarded manufacturer's product becomes unavailable during the term of the Contract, the Successful Bidder awarded that item may arrange with the authorized City representative, to supply a substitute product at the bid price or lower, provided that a sample is approved beforehand and that the new product meets or exceeds all quality requirements. Successful Bidder shall replace items purchased by the City which are of unacceptable quality or which are determined by the using department unserviceable for any reasons. Items covered by express warranty shall be governed by terms and conditions therein.

2.32. REFERENCES

Each Bid must be accompanied by a list of three (3) references as reflected in the Header/Attributes Section of this Solicitation, which shall include the name of the company, dates of contract, description of goods supplied, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

2.33. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Bidder shall notify the City of Miami Purchasing Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the

Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without Successful Bidder or its subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.35. BALANCE OF LINE

While the City has listed all needed items on the Bid Solicitation, which are utilized citywide in conjunction with its operations, there may be ancillary items that must be purchased by the City during the term of this contract. For this reason, Bidders are requested to quote the percentage discount that will be offered to the City for items which do not appear on this Bid Solicitation. As reflected by the Bidder on the Price Line, this discount shall be offered for all items listed in nationally, established annual retail supply catalogs. The most recently published catalog shall serve as the basis for establishing the retail price to be discounted.

Successful Bidder(s) shall submit, their product catalog, published price list, or other verifiable pricing source(s) for the products they offer as the Balance of Line.

2.36. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

3.1.1. CATALOGS

It is the intent of the following Specifications are to establish a contract with responsive and responsible bidder(s) for the purchase and/or installation or any combination of municipal vehicle equipment as listed below.

Vehicle Equipment Discount Off Catalog (Bidders are not required to bid on all equipment catalogues, but MUST submit current catalog with list prices for those discount percentages being offered. Failure to submit catalog with price list may deem your bid non-responsive).

The Successful Bidder(s) shall indicate the discount percentage from the most current published price catalogs for the below listed manufacturers of municipal vehicle equipment. The City of Miami intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of the City of Miami. Bidders must submit a current catalog with list prices with bid. The City will apply discount provided in your bid to all items listed in the catalog. Bidders are allowed to update their catalog once per year to become effective on the anniversary date of when the bid contract became effective. **Failure to update the catalog by the contract anniversary effective date will forfeit your right to update prices until the next anniversary date.**

Bidders must bid, on the Price Lines Section, a percentage discount on catalogs which they are authorized resellers (See Price Lines):

3.1.2. INSTALLATIONS

Labor Time Rate:(Bidder shall indicate a “fixed” shop labor time allocation to install all police vehicle equipment components purchased under discounted percentages in above catalogs. (1/2 hour = .5, 1/4 hour= .25)

- Prisoner Cage
- Prisoner Seat
- Prisoner Seat & Cage
- Rear Window Bars with OEM door panels
- Rear Window Bars with ABS door panels
- Four (4) Corner Universal LED Hideaway Light System with Controller
- Four (4) Corner Universal LED Hideaway Lights System without Controller

3.1.3. WINDOW TINTING

Window tinting (if required) on the vehicle will be done at the time of the installation of the equipment and will not be done as a stand alone service. All window tint film used shall be legal in the State of Florida, and shall carry a standard warranty of seven (7) years against manufacturers defects.

Coverage on vehicles is as follow

Window Tinting for Sedans shall include five (5) windows, plus one (1) Sunstrip.

Window Tinting for Sports Utility Vehicle shall include seven (7) windows, plus one (1) Sunstrip.

Window Tinting for Pickup Standard Cab shall include three (3) windows, plus one (1) Sunstrip.

Window Tinting for Pickup Extended Cab shall include five (5) windows, plus one (1) Sunstrip.
Window Tinting for Pickup Crew Cab shall include five (5) windows, plus one (1) Sunstrip.

RESOLUTION NO. 002-20-15442

A Resolution authorizing the City Manager to enter into a piggyback contract with Public Safety Supply, LLC for the purchase and installation of Brother Thermal Printers for police vehicles.

WHEREAS, the Mayor and City Commission wish to purchase and install Brother thermal printers in its police vehicles, and

WHEREAS, this purchase and installation will provide the Police Department with equipment designed for mobile operations; and

WHEREAS, the purchase of this equipment could lead to long term savings over current utilized equipment which was not designed for current applications; and

WHEREAS, this purchase will include retrofitting twenty-seven (27) vehicles to include thermal printer, mounting hardware and on-site installation; and

WHEREAS, the City of South Miami will make this purchase from Public Safety Supply, LLC via a piggy back agreement utilizing City of Miami Contract #516388 which offers a 50% discount off of Public Safety USA catalog price for the thermal printers; and

WHEREAS, the total cost of purchase will be $22,566 and will be charged to the following account, 615-1910-521-5210, Federal Forfeiture Supplies with a current balance of $55,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section I: The recitals set forth herein above are adopted by reference and adopted as a part of this resolution.

Section 2: The City Manager is authorized to purchase these products and services from Public Safety Supply, LLC.

Section 3. Severability: If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this resolution.

Section 4: This resolution shall take effect immediately upon approval.

PASSED AND APPROVED this 7th day of **January**, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

CITY ATTORNEY

COMMISSION VOTE:	5-0
Mayor Stoddard:	Yea
Vice Mayor Harris:	Yea
Commissioner Liebman:	Yea
Commissioner Gil:	Yea
Commissioner Welsh:	Yea

City Commission Agenda Item Report

Meeting Date: January 7, 2020
Submitted by: John Barzola
Submitting Department: Police Department
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the City Manager to enter into a piggyback contract with Public Safety Supply, LLC for the purchase and installation of Brother Thermal Printers for police vehicles. 3/5 (City Manager-Police Dept.)

Suggested Action:

Attachments:
Brother Thermal Printers Purchase and Install memo.docx

Reso Purchase Thermal_Printers Piggyback with PublicSafetySupplyCArev.docx

Quote # 255.PDF

Piggy Back Agreement and City of Miami Contract.pdf

South Miami
THE CITY OF PLEASANT LIVING

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor & Members of the City Commission

FROM: Steven Alexander, City Manager

DATE: January 7, 2020

SUBJECT: A Resolution authorizing the City Manager to Purchase and installation services of Brother thermal printers from Public Safety Supply for police vehicles.

Background: The Police Department currently utilizes home office printers for its printer solutions in its police vehicles. They currently replace on average 6-10 printers per year due to short life expectancies for current applications. The proposed purchase and installation of Brother thermal printers should increase life expectancy of deployed printers and thus provide a long term cost savings. Neighboring agencies utilize similar printers and advised minimal issues and the same thermal printers have been in use for 5-7 years.

Current thermal paper technology has also advanced over the course of the last few years. This should assist with previous encountered issues such as premature fading and washouts. This purchase will be made utilizing City of Miami contract #516388 via a piggy back agreement.

Amount: $22,566

Account: 615-1910-521-5210 Federal Forfeiture Supplies Account

ATTACHMENTS:
Resolution
Quote Public Safety Supply
Piggy Back Agreement
City of Miami Contract 516388

CONTRACT FOR: Purchase and/or Installation of Municipal Equipment

THIS AGREEMENT made and entered into this 28th day of January, 2020 by and between the City of South Miami, a Florida municipal Corporation by and through its City Manager (hereinafter referred to as "City") and **Public Safety Supply**, (hereinafter referred to as "Contractor") whose address is **750 W. 18 St, Miami, Fl 33010**, and whose email address if **rsanchez@publicsafetysupply.net**

WITNESSETH:

WHEREAS, the **City of Miami** solicited bids pursuant to **IFB No: 516388(21)**, for **Purchase and/or Installation of Municipal Equipment;** and

WHEREAS, the **City of Miami,** after completing a competitive bidding process, awarded a contract to Contractor, and

WHEREAS, the City of South Miami desires to utilize the **City of Miami** Contract with Contractor; and

WHEREAS, the City is authorized, pursuant to the City of South Miami's Charter, to piggyback off of contracts, such as the contract in question between **City of Miami** and Contractor, that were entered into in accordance with a solicitation process that is at least as vigorous as that of the City of South Miami; and

NOW, THEREFORE, the City and the Contractor, each through their authorized representative/official, agree as follows:

1. The City desires to enter into a Contract, under the same provisions as set forth in the contract between **City of Miami** and Contractor pursuant to **IFB No: 516388(21)**, as modified by this Agreement.

2. The City has reviewed the contract between **City of Miami** and Contractor and agrees to the provisions of that contract which shall be applicable to a purchase order to be issued by the City and further agrees to the fair and reasonableness of the pricing. Contractor hereby agrees to provide such goods and/or services, pursuant to the City's purchase order made during the term of this Agreement, under the same price(s), terms and conditions as found in the solicitation documents, the response to the solicitation, and the Agreement/Contract and/or the Award, pertinent copies of which are attached hereto as **Attachment A** and made a part hereof by reference.

3. All references in the contract between **City of Miami** and Contractor, shall be assumed to pertain to, and are binding upon Contractor and the City of South Miami. All decisions that are to be made on behalf of **City of Miami**, as set forth in the contract between **City of Miami** and the Contractor, shall all be made by the City Manager for the City of South Miami. Notwithstanding anything contained in the **City of Miami IFB No: 516388(21)** and the contract between **City of Miami** and the Contractor to the contrary, this Agreement shall be

governed by the laws of the State of Florida and venue for all dispute resolutions or litigation shall be in Miami-Dade County, Florida.

4. **Term.** The term of the contract, including all extensions authorized by the contract shall not exceed five years.

5. **Scope of Goods and Services.** The scope of goods and services (which may hereinafter be referred to as the "Work") are set forth in the attached **Attachment A** and any attachments thereto and the City's purchase order, the latter of which shall take precedence. The Contractor has agreed to deliver the goods, if any, and perform the services, if any, in a workman like manner and in accordance with all state, county and City laws, at the locations, if any, designated by the City. All of the goods and services reflected in **Attachment A** shall, unless otherwise stated in the Attachment A or B, be delivered, if good, and commenced, if services, within **N/A** days from the date of the execution of this Agreement. The Contractor shall obtain and pay for all permits required for the goods and services rendered, if any, with the exception of permits fees charged by the City, said fees shall be waived.

6. **Contract Price.** The contract price for the good and services is set forth in **Attachment A or B**. If not otherwise set forth in the contract between **City of Miami** and the Contractor, the Contractor shall be paid upon delivery of all the goods, if any, the completion of all the services, if any, and after final inspection and approval, by the City, that approves of the goods delivered, if any, and the services performed, if any.

7. **Precedence.** The term, provisions and conditions of this Agreement shall take precedence over the terms, provisions and conditions of the contract between Contractor and **City of Miami**.

8. **Grant Funding**: This project is being funded by N/A and Contractor agrees to comply with all the requirements of that Grant, applicable to the delivery of the goods and/or services that are the subject of this Agreement, and that are within its power to provide and to provide all the documentation within its control that is required for the City to be able to recover as much of the contract price that is available pursuant to the terms of the grant. A copy of the grant, if any, is attached hereto and made a part hereof by reference.

9. **Public Records:** CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in

possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **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 305-663-6340; E-mail: npayne@southmiamifl.gov; 6130 Sunset Drive, South Miami, FL 33143.**

10. **Waiver Jury Trial:** City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, or lawsuit arising out of the Contract Documents or the performance of the Work thereunder or any counterclaim, cross-claim or third party claim filed in the same proceeding.

11. **Notices:** Whenever notice shall be required or permitted herein, it shall be delivered by hand delivery, e-mail (or similar electronic transmission), facsimile transmission or certified mail with return receipt requested and shall be deemed delivered on the date shown on the e-mail or delivery confirmation for any facsimile transmission or, if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. If hand delivered to the CITY, a copy must be stamped with the official CITY receipt stamp showing the date of delivery, otherwise the document shall not be considered to have been hand delivered. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below or in the introductory paragraph to this contract:

To CITY:
City Manager,
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 668-2510
Fax: (305) 663-6345
E-mail: salexander@southmiamifl.gov

With copies to:
City Attorney
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 667-2564
Fax: (305) 341-0584
E-mail: tpepe@southmiamifl.gov

12. **Validity of Executed Copies:** This Agreement may be executed in several counterparts, each of which may be construed as an original.

13. **Attorneys' Fees and Costs:** In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees. Nothing contained herein shall prevent or prohibit the right to be indemnified for any attorney fees incurred in the defense of an action by a person or entity who is not a party to this Agreement.

14. **Indemnification:** Notwithstanding anything contained in the contract between Contractor and **City of Miami** to the contrary, the City does not waive its sovereign immunity granted by Florida Statutes, Section 768.28, and the City's tort liability shall be limited to the waiver of sovereign immunity provided for in Section 768.28.

15. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, and as the duly authorized act of the parties, the undersigned representatives of the parties hereto have caused this instrument to be signed in their respective names by their proper officials on or before the day and year first above written.

[Name of Contractor]

By: _____

Albert Espinosa Owner

(type name and title of signatory above)

ATTEST:

By: _____
Nkenga Payne, CMC
City Clerk

CITY OF SOUTH MIAMI

By: _____
Steven Alexander
City Manager

Read and Approved as to Form, Language, Legality and Execution Thereof.

By: _____
Thomas F. Pepe
City Attorney

Thomas F. Pepe – 04-03-19

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 4

IFB NO:	516388(21)
DESCRIPTION:	PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT:	TWO (2) YEARS, WITH OTR FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD:	JANUARY 25, 2016 THROUGH JANUARY 24, 2018
FIRST RENEWAL:	JANUARY 25, 2018 THROUGH JANUARY 24, 2019
SECOND RENEWAL:	**JANUARY 25, 2019 THROUGH JANUARY 24, 2020**
COMMODITY CODE:	05557-00

SECTION #1 – VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Sevigny
Phone: (800) 854-5536
Email: msevigny@1dss.com

Public Safety Supply, LLC
420 W. 27th Street
Hialeah, FL 33010
Contact: Alberto Espinosa
Phone: (305) 986-1373
Email: aespinosa@publicsafetysupply.net

Strobes-R-Us, Inc.
2681 Hammondville Road
Pompano Beach, FL 33064
Contact: Tom Hanina
Phone: (954) 946-9955
Fax: (954) 946-9677
Email: sales@srus.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JANUARY 14, 2016	AMENDED AMOUNT:	N/A
RESOLUTION NO:	16-0009	INSURANCE REQUIREMENTS:	YES
TOTAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND:	N/A
		APPLICABLE ORDINANCES:	N/A

Notes: Pursuant to Resolution 19-0074, Public Safety Supply, LLC, assumed all assets and contracts of Signal Technologies.

Public Safety Supply, LLC
420 W. 27th Street
Hialeah, FL 33010
Contact: Alberto Espinosa
Phone: (305) 986-1373
Email: aespinosa@publicsafetysupply.net

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Eduardo Falcon
Phone: (305) 416-1901

Prepared By: Aimee Gandarilla, 3/14/19

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW. MIAMIGOV.COM/PROCUREMENT

AGENDA ITEM SUMMARY FORM
File ID: #5398

Date: 01/16/2019

Requesting Department: Department of Procurement

Commission Meeting Date: 02/28/2019

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Assign IFB - Signal Technology Enterprises

Purpose of Item:

The nature of this item is to seek City Commission approval, for the assignment of IFB No. 516388, from Signal Technology Enterprises, Inc ("Signal Technology") to Public Safety Supply, LLC ("PSS") for the purchase and/or installation of municipal vehicle equipment, authorizing the City Manager to execute an Acceptance of Assignment, in substantially the attached form, with PSS; further authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Background of Item:

On January 14, 2016, the City Commission adopted Resolution No. 16-0009, approving the City's award of IFB No. 516388 to Signal Technology Enterprises, Inc., for the purchase and/or installation of municipal vehicle equipment, for an initial period of two (2) years with the option to renew for three (3) additional one (1) year periods. On October 2, 2017, Signal Technology enter into an agreement for the sale of its assets to PSS.
PSS agreed to assume all the obligations under the above mentioned contract, and it acknowledges that it will be bound by the provisions, duties, liabilities, and obligations of such Contract.

Budget Impact Analysis

Item has NO budget Impact
Item is NOT Related to Revenue
Item is NOT funded by Bonds

Total Fiscal Impact:
N/A

Reviewed By

Department of Procurement	Annie Perez	Department Head Review	Completed	02/12/2019 9:43 AM
Office of Management and Budget	Pedro Lacret	Budget Analyst Review	Completed	02/13/2019 12:34 PM
Office of Management and Budget	Christopher M Rose	Budget Review	Completed	02/13/2019 4:20 PM
Department of Procurement	Barnaby L. Min	Procurement Review	Skipped	02/13/2019 4:25 PM
City Manager's Office	Sandra Bridgeman	Assistant City Manager Review	Completed	02/14/2019 5:09 PM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	02/19/2019 10:01 AM
City Manager's Office	Nikolas Pascual	City Manager Review	Completed	02/19/2019 3:32 PM
Office of the City Attorney	Barnaby L. Min	Deputy City Attorney Review	Skipped	02/19/2019 3:48 PM
Office of the City Attorney	Victoria Méndez	Approved Form and Correctness	Completed	02/19/2019 4:48 PM
City Commission	Maricarmen Lopez	Meeting	Completed	02/28/2019 9:00 AM
Office of the Mayor	Mayor's Office	Signed by the Mayor	Completed	03/05/2019 4:53 PM
Office of the City Clerk	City Clerk's Office	Signed and Attested by the City Clerk	Completed	03/05/2019 5:11 PM
Office of the City Clerk	City Clerk's Office	Rendered	Completed	03/05/2019 5:11 PM

City of Miami
Legislation
Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-19-0074

File Number: 5398 **Final Action Date:2/28/2019**

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE ASSIGNMENT OF INVITATION FOR BID ("IFB") NO. 516388, FROM SIGNAL TECHNOLOGY ENTERPRISE, INC. ("SIGNAL TECHNOLOGY") TO PUBLIC SAFETY SUPPLY, LLC ("PSS"), FOR THE PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT; THE CITY MANAGER IS AUTHORIZED TO EXECUTE AN ACCEPTANCE OF ASSIGNMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH PSS; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS, AND BUDGETARY APPROVAL, HAVING BEEN PREVIOUSLY MADE, AS LONG AS THE SAME TREATMENT IS AFFORDED TO ANY OTHER SUPPLIERS, INCLUDED IN RESOLUTION NO. 16-0009, IF THEIR CONTRACTS ARE AMENDED, AND IN COMPLIANCE WITH APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH APPLICABLE REGULATIONS, AS MAY BE NECESSARY FOR SAID PURPOSE.

WHEREAS, on January 14, 2016, the City Commission adopted Resolution No. 16-0009, approving the City of Miami's ("City") award of Invitation for Bid ("IFB") No. 516388 to Signal Technology Enterprises, Inc. ("Signal Technology") for the purchase and/or installation of municipal vehicle equipment, for an initial period of two (2) years, with the option to renew for three (3) additional one (1) year periods, and authorizing the City Manager to add suppliers for these goods and services on an as needed basis, as determined by the needs of the City; and

WHEREAS, on October 2, 2017, Signal Technology sold its assets to Public Safety Supply, LLC ("PSS"), which has agreed to assume all the obligations under the above mentioned contract, and acknowledges that it will be bound by the provisions, duties, liabilities, and obligations of such award;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The assignment of the obligation of Signal Technology, under IFB No. 516388 for the purchase and/or installation of municipal vehicle equipment to PSS is hereby approved.

Section 3. The City Manager is authorized[1] to execute an Acceptance of Assignment, in substantially the attached form, with PSS.

Section 4. The City Manager is further authorized[1] to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and budgetary approval having been previously made, as long as the same treatment is afforded to any other suppliers included in Resolution No. 16-0009, if their contracts are amended, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.[2]

APPROVED AS TO FORM AND CORRECTNESS:

Victoria Mendez, City Attorney 2/19/2019

[1] The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

[2] If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
PUBLIC SAFETY SUPPLY, LLC

Filing Information

Document Number	L17000173568
FEI/EIN Number	82-2920746
Date Filed	08/14/2017
Effective Date	10/01/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	10/16/2017
Event Effective Date	NONE

Principal Address

420 W 27 STREET
HIALEAH, FL 33010

Mailing Address

420 W 27 STREET
HIALEAH, FL 33010

Registered Agent Name & Address

ESPINOSA, ALBERTO
14601 SW 48 STREET
MIAMI, FL 33175

Authorized Person(s) Detail

Name & Address

Title MGR

BADAL, J. BRADLEY
12 MOUNTAINSIDE ROAD
MENDHAM, NJ 07945

Title AMBR

ESPINOSA, ALBERTO
14601 SW 48 STREET
MIAMI, FL 33175

Annual Reports

Report Year	Filed Date
2018	04/30/2018

Document Images

04/30/2018 -- ANNUAL REPORT	View image in PDF format
10/16/2017 -- LC Amendment	View image in PDF format
08/14/2017 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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City of Miami

Blanket Purchase Order

Department of Purchasing
P.O. Box 330708 Miami, Florida 33233-0708
(305) 416-1922 Fax - (305) 416-1925

PURCHASE ORDER/RELEASE NUMBER	Change Number	Change Date
1903809 Show this number on all packages, invoices, and shipping papers.	0	

Page No.	Order Date	Bid/Contract Number
1 of 4	04/01/2019	

Buyer:
Eduardo Falcon

Taxpayer ID	Supplier No.	Telephone No.
822920746	36755	305-986-1373

Supplier
Public Safety Supply, LLC
420 West 27 St
Hialeah, FL 33010

Customer Account Number

Ship To

Bill To
City of Miami - Finance - General Accounting
444 SW 2nd Ave, 6th Floor
Miami, FL 33130
Fax - (305) 416-1987 Email - payables@miamigov.com
Please also forward a copy of the invoice to the Ship To address above.

Effective Start Date	Effective End Date	Total Agreement Limit
01/25/2016	01/24/2020	

Line	Commodity Code	Description/Delivery Date	Qty	Unit	Unit Price	Extended Price
1	05557-00	45 Percent Discount Off Manufacturers List Price Catalog for Federal Signal, www.federalsignal.com		Each	1.00	
2	05557-00	10 Percent Discount Off Manufacturers List Price Catalog for Setina Manufacturing, www.setina.com		Each	1.00	
3	05557-00	10 Percent Discount Off Manufacturers List Price Catalog for Gamber-Johnson, www.gamberjohnson.com		Each	1.00	
4	05557-00	1 Percent Discount Off Manufacturers List Price Catalog for Troy Industries, www.troyproducts.com		Each	1.00	
5	05557-00	1 Percent Discount Off Manufacturers List Price Catalog for Laguna 3P, www.laguna3p.com		Each	1.00	
6	05557-00	50 Percent Discount Off Manufacturers List Price Catalog for Public Safety USA, www.publicsafetyusa.net		Each	1.00	
7	05557-00	Labor Time to install Prisoner Cage		Hour	1.50	
8	05557-00	Labor Time to install Prisoner Seat		Hour	1.00	
9	05557-00	Labor Time to install Prisoner Seat and Cage		Hour	2.50	
10	05557-00	Labor Time to install Rear Window Bars with OEM or ABS door panels		Hour	1.50	
11	05557-00	Labor Time to install rear Window Bars and ABS door panels		Hour	1.50	
12	05557-00	Labor Time to install Four (4) Corner Universal LED Hideaway Light System with Controller		Hour	3.00	
13	05557-00	Labor Time to install Four (4) Corner Universal LED Hideaway Light System wihout Controller		Hour	3.00	
14	05557-00	Labor Rate: Discounted Hourly Labor Rate to Install Items From Catalogs and Packages as Listed		Hour	65.00	
15	05557-00	ADD-ON SERVICES Window Tinting with Labor Included for Sedans (Compact to Full Size)		Each	80.00	
16	05557-00	ADD-ON SERVICES Window Tinting with Labor Included for Sports Utility Vehicles		Each	100.00	
17	05557-00	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Standard Cab		Each	100.00	
18	05557-00	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Extended Cab		Each	100.00	
19	05557-00	ADD-ON SERVICES Window Tinting with Labor Included for Pickups Crew Cab		Each	100.00	

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City of Miami

Blanket Purchase Order

Department of Purchasing
P.O. Box 330708 Miami, Florida 33233-0708
(305) 416-1922 Fax - (305) 416-1925

PURCHASE ORDER/RELEASE NUMBER	Change Number	Change Date
1903809 Show this number on all packages, invoices, and shipping papers.	0	

Page No.	Order Date	Bid/Contract Number
2 of 4	04/01/2019	

Buyer:
Eduardo Falcon

Taxpayer ID	Supplier No.	Telephone No.
822920746	36755	305-986-1373

Supplier
Public Safety Supply, LLC
420 West 27 St
Hialeah, FL 33010

Customer Account Number

Ship To

Bill To
City of Miami - Finance - General Accounting
444 SW 2nd Ave, 6th Floor
Miami, FL 33130
Fax - (305) 416-1987 Email - payables@miamigov.com
Please also forward a copy of the invoice to the Ship To address above.

Effective Start Date	Effective End Date	Total Agreement Limit
01/25/2016	01/24/2020	

Line	Commodity Code	Description/Delivery Date	Qty	Unit	Unit Price	Extended Price
		Pursuant to IFB 516388 (In accordance with IFQ 591387) Vehicle Equipment, as authorized by Resolution 16-0009				

FOB: Destination	Requisition Number:	Vendor Instructions 1. Florida Tax Exempt ID:
Ship Via:	Department:	2. Invoices: Direct Invoices in Duplicate to the address shown above. 3. Terms and conditions set forth in our Bid or Quotation and on the
Payment Terms: Net 30	Contact Person:	reverse side hereof are incorporated herein by reference become part of this order
	Telephone Number:	Annie Perez, CPPO, Director of Procurement — 04/01/2019 Date Approved

C FN/PC 506 Rev. 12/05

BY ACCEPTING THIS ORDER, VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. ACCEPTANCE OF PURCHASE ORDER: A Purchase Order is given for immediate acceptance by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document.

2. ENTIRE AGREEMENT: All specifications, drawings, and data submitted to the VENDOR with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties. No change in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the CITY of Miami Purchasing Department. Any additional or different terms and conditions proposed by VENDOR are objected to and hereby rejected unless specifically agreed to by the CITY.

3. INDEMNIFICATION: The VENDOR hereby agrees to indemnify, save, and hold harmless the CITY from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of the Agreement by the VENDOR, its agents or employees, or due to any act or occurrence of omission or commission of the VENDOR, its agents employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence or breach of contract.

4. MODIFICATION: The CITY may by written Order, make changes in the specifications if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in the VENDOR'S costs or in time required for performance of the Contract: (a) the VENDOR shall promptly notify the CITY and assert its claim for adjustment and an equitable adjustment shall be made by the CITY and the Contract modified accordingly. Nothing in this clause shall excuse the VENDOR from performing.

5. DEFAULT: Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the CITY reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by VENDOR; as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the VENDOR with any and all losses incurred.

6. TRANSPORTATION CHARGES: Transportation expenses for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the CITY'S written consent will not be accepted and will, at VENDOR'S risk and expense be returned to VENDOR. No charges will be allowed by the CITY for transportation, packing, cartage or containers unless otherwise authorized in the Purchase Order.

7. UNAVOIDABLE DELAY: If the VENDOR is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, VENDOR must immediately upon receiving knowledge of such delay, give written notice to the CITY and request an extension of time. The CITY shall examine the request and determine if the VENDOR is entitled to an extension.

8. QUANTITY: Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at VENDOR'S risk and expense.

9. INSPECTION: Materials or equipment purchased are subject to inspection and approval at the CITY'S destination. The CITY reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of VENDOR'S warranty (expressed or implied). Rejected materials or equipment shall be removed by, or at the expense of, the VENDOR promptly after rejection.

10. WARRANTY: The VENDOR warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, VENDOR warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. The CITY may return any nonconforming or defective items to the VENDOR or require correction or replacement of the item at the time the defect is discovered, all at the VENDOR'S risk and expense . Acceptance shall not relieve the VENDOR of its responsibility.

11. REGULATORY COMPLIANCE: VENDOR represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of Federal, State and local laws, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. VENDOR shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statutes, Chapter 442.

12. ROYALTIES AND PATENTS: VENDOR shall pay all royalties and license fees. VENDOR shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall save the CITY harmless from loss on account thereof.

13. PAYMENT: Payments will be made in accordance with the terms on the face of this order, or the VENDOR'S invoice, whichever are more favorable to the CITY and payment date therefor shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

14. IDENTIFICATION: Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order, otherwise payment of VENDOR'S account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.

15. TERMINATION: CITY may, at any time, terminate this order in whole or in part by written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of Buyer, the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the VENDOR'S breach of any condition hereof, including breach warranty, or by VENDOR'S delay, except due to circumstances beyond the VENDOR'S control and without VENDOR'S fault or negligence, VENDOR shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against VENDOR all remedies provided by law and equity.

16. TAXES: CITY of Miami is exempt from State and local taxes. Exemption number is printed on the reverse side hereof. This Order shall serve as the exemption certificate.

17. LAW GOVERNING: This contract shall be governed by and construed according to the laws of the State of Florida.

18. ASSIGNMENT: Any assignment of this Purchase Order, including any performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by CITY in writing and CITY shall have no obligations to any assignee of VENDOR under any assignment not consented to in writing by THE CITY.

19. TERMS: The order total shall be paid by the CITY upon receipt of invoice from VENDOR which shall be subject to verification as to quantities and quality of goods delivered or services performed.

20. TAX: VENDOR doing business with the CITY shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any VENDOR be authorized to use the CITY Tax Exemption Number in acquiring such materials.

21. LOCAL RESOURCES: VENDOR shall give first priority to utilizing resources in the disaster area, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workmen.

22. PAYMENT CHANGES: Payments will only be made to the company and address as set forth on Purchase Order unless the VENDOR has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

23. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the VENDOR and CITY for any terms and conditions not specifically stated in this Purchase Order.

24. INSURANCE: In the event that insurance is required by the CITY in connection with this Purchase Order, VENDOR shall provide an Insurance Certificate, in a form acceptable to the CITY, naming the CITY as an additional insured, as proof of compliance therewith which said certificate shall constitute part of this Purchase Order.

25. BONDING: The CITY reserves the right to require the VENDOR to post a performance and payment bond in the amount of One Hundred percent (100%) of the Purchase Order total, upon award or at such time deemed necessary by CITY.

26. NON-APPROPRIATION OF FUNDS: In the event no funds or insufficient funds are appropriated, allocated, and budgeted or are otherwise unavailable for any reason in any fiscal period or at any time for payments due under this contract/purchase order, then the City Manager or

Procurement Director, upon written notice to the VENDOR of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. The Vendor shall have no recourse from such termination except to receive undisputed payments due prior to the effective date of the termination.

GRAPHIC DESIGNS INTERNATIONAL
Providing Quality Public Safety Decals Since 1994.

PROPOSAL

SGT. DARBY WAGNER
6130 Sunset Drive
South Miami, FL 33143
dwagner@southmiamifl.gov

SOUTH MIAMI POLICE DEPARTMENT

QTY.	DESCRIPTION	PRICE	TOTAL
7	COMPLETE 3M REFLECTIVE GRAPHICS KIT FOR A 2019 FORD INTERCEPTOR UTILITY INCLUDING INSTALLATION	$534.00 each	$3,738

PLEASE LET ME KNOW IF AND WHEN TO PROCEED. THANK YOU.

Jenice Sellers
AUTHORIZED SIGNATURE
Jenice Sellers

November 20, 2019
TODAY'S DATE

Thank you for your inquiry. We appreciate your consideration.

PLEASE FAX PURCHASE ORDER TO JENICE SELLERS @ 772-286-8198
OR EMAIL TO JENICE@GDIGRAPHICS.COM

City of Miami

CONTRACT AWARD

Procurement Department

THIRD & FINAL RENEWAL

IFB NO:	516388(21)
DESCRIPTION:	PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT:	TWO (2) YEARS, WITH OTR FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD:	JANUARY 25, 2016 THROUGH JANUARY 24, 2018
FIRST RENEWAL:	JANUARY 25, 2018 THROUGH JANUARY 24, 2019
SECOND RENEWAL:	JANUARY 25, 2019 THROUGH JANUARY 24, 2020
THIRD RENEWAL:	**JANUARY 25, 2020 THROUGH JANUARY 24, 2021**
COMMODITY CODE:	05557-00

SECTION #1 – VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Sevigny
Phone: (800) 854-5536
Email: msevigny@1dss.com

Public Safety Supply, LLC
750 West 18th Street
Hialeah, FL 33010
Contact: Alberto Espinosa
Phone: (305) 986-1373
Email: fireal@me.com

Strobes-R-Us, Inc.
2681 Hammondville Road
Pompano Beach, FL 33064
Contact: Tom Hanina
Phone: (954) 946-9955
Fax: (954) 946-9677
Email: sales@srus.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JANUARY 14, 2016	AMENDED AMOUNT:	N/A
RESOLUTION NO:	**16-0009**	INSURANCE REQUIREMENTS:	YES
TOTAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND:	N/A
		APPLICABLE ORDINANCES:	N/A

Notes: THIRD & FINAL RENEWAL: JANUARY 25, 2020 THROUGH JANUARY 24, 2021

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Cris Lima
Phone: (305) 416-1904

Prepared By: Aimee Gandarilla, 1/28/20

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: WWW. MIAMIGOV.COM/PROCUREMENT

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Quentin Pough
Submitting Department: Parks & Recreation
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the City Manager to enter into an agreement with DBF Construction, LLC. for the demolition of a single-family residence and other structures located at 7435 SW 66th Avenue for the purpose of future park-related development. 3/5 (City Manager-Parks & Recreation Dept.)

Suggested Action:

Attachments:
Memo-Demo Property 7345 QP1.docx

Reso-Demo_Property_7345CArev.docx

Bid Tabulation RFP PR2020-23.pdf

DBF Proposal.PDF

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor & Members of the City Commission

FROM: Shari Kamali, City Manager

Via: Quentin Pough, Director of Parks & Recreation

DATE: November 2, 2020

SUBJECT: A Resolution authorizing the City Manager to enter into an agreement with DBF Construction, LLC. for the demolition of a single-family residence and other structures located at 7435 SW 66th Avenue for the purpose of future park-related development.

BACKGROUND: The subject property was purchased by the City in September 2019 for the purpose of converting the lot into a neighborhood pocket park. The City officially took over management of the property upon the expiration of a post occupancy agreement in September 30th, 2020.

This project involves the total demolition and clean-out of the existing one-story C.B.S. building structure, including concrete covered area, pavers, private asphalt driveway, and wooden observation platform / deck in the rear at 7435 SW 66 Avenue.

PROCUREMENT: The City issued a Request for Proposal ("RFP") #PR2020-23 on October 5, 2020 for the "Demolition of Building Structure on 7435 SW 66 Avenue." Staff received eleven (11) proposals on October 23, 2020 as illustrated below.

Bidder(s)	Bid Price:
DBF Construction, LLC.	$11,000
Pronto Construction Developers	$17,444
Chin Diesel Inc.	$20,416
R2R Demolition Inc.	$21,000
Demcon Group LLC	$23,325
Okabrema Corp.	$27,950
Paragon Construction	$28,435
VPR Construction Corporation	$31,895

Tuccimar Inc.	$41,000
Vercetti Enterprises	$50,000
Aktiv Construction Group	$68,999

Pursuant to review, it was determined that the lowest, most responsive and responsible bidder for this project is DBF Construction, LLC ("DBF")

VENDOR & EXPENSE: DBF's proposal/contract amount shall not exceed $12,500 *($11,000 contract price & $1,500 contingency price)*, including any contingency funds for unknown variables or issues that may arise during the project.

FUND & ACCOUNT: The expenditure in the amount of $12,500 *($11,000 contract price & $1,500 contingency price)* shall be charged to the Parks & Recreation Capital Improvement, account number 301-2000-572-6450, which has a balance of $899,635 before this request was made.

ATTACHMENTS: Resolution
Bid Tabulation Report
Proposal – DBF Construction, LLC.

RESOLUTION NO.: _____

A Resolution authorizing the City Manager to enter into an agreement with DBF Construction, LLC. for the demolition of a single-family residence and other structures located at 7435 SW 66th Avenue for the purpose of future park-related development.

WHEREAS, the subject property was purchased by the City in September 2019 for the purpose of converting the lot into a neighborhood pocket park. The City officially took over management of the property upon the expiration of the post occupancy agreement in September 30th, 2020; and

WHEREAS, this project involves the total demolition and clean-out of the existing one-story C.B.S. building structure, including concrete covered area, pavers, private asphalt driveway, and wooden observation platform / deck in the rear at 7435 SW 66 Avenue; and

WHEREAS, the City issued a Request for Proposal ("RFP") #PR2020-23 on October 5, 2020 for "Demolition of Building Structure on 7435 SW 66 Avenue" and received eleven (11) proposals on October 23, 2020. Pursuant to review, it was determined that the lowest, most responsive and responsible bidder for this project is DBF Construction, LLC.; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The City Manager is authorized to negotiate and to enter into an agreement with DBF Construction, LLC. in the amount not to exceed *$11,000* for the demolition of a single-family residence and other structures located at 7435 SW 66th Avenue for the purpose of future park-related development. The City Manager is authorized to expend an amount not to exceed $1,500 for unforeseen circumstances or for conditions that the Contractor could not have foreseen. The total expenditure shall be charged to Parks & Recreation Capital Improvement, account number 301-2000-572-6450, which has a balance of 899,635 before this request was made.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution shall become effective immediately upon

adoption by vote of the City Commission.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM:	COMMISSION VOTE:
LANGUAGE, LEGALITY AND	Mayor Philips:
EXECUTION THEREOF	Vice Mayor Welsh:
	Commissioner Harris:
	Commissioner Liebman:
_____	Commissioner Gil:
CITY ATTORNEY	

Tabulation Sheet

Agency Name City of South Miami

Bid Number RFP-RFP #PR2020-23-0-2020/SK

Bid Name DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE

Bid Due Date 10/23/2020 10:00:00 AM

Bid Opening **Closed**

11 responses found.

✓ online, offline, ● not submitting, ! not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1.	Aktiv Construction Group	10/22/2020	11936 SW 79 TERRACE, , Miami, FL, 33183	$68999.00			Bidding Document	✓
2.	Chin Diesel, Inc.	10/21/2020	1820 NE 144th St., , North Miami, FL, 33181	$20416.00			Bidding Document	✓
3.	DBF Construction LLC	10/23/2020	3710 Park Central Boulevard North, , Pompano Beach, FL, 33064	$11000.00			Bidding Document	✓
4.	Demcon Group LLC	10/20/2020	4671 NW 103rd Ave, , Sunrise, FL, 33351	$23325.00		Hispanic Owned	Bidding Document	✓
5.	OKABREMA CORP	10/23/2020	6708 San Vicente St, , Coral Gables, FL, 33146	$27950.00			Bidding Document	✓
6.	Paragon Construction	10/23/2020	po box 823491, , pembroke pines, FL, 33082	$28435.00			Bidding Document	✓
7.	Pronto Construction Developers	10/23/2020	21030 North Miami Avenue, , Miami Gardens, FL, 33169	$17444.00		Hispanic Owned, Small Business	Bidding Document	✓
8.	r2r demolition inc	10/23/2020	2000 nw 18th st, , pompano beach, FL, 33069	$21000.00			Bidding Document	✓
9.	Tuccimar inc	10/23/2020	46 vanderburgh ave, Larchmont, NY 10538, US, , Larchmont, NY, 10538	$41000.00			Bidding Document	●
10.	Vercetti Enterprises	10/16/2020	7296 SW 48th Street, , Miami, FL, 33155	$50000.00		Hispanic Owned, Small Business	Bidding Document	✓
11.	VPR Construction Corporation	10/23/2020	461 nw 87th lane, apt 101, Plantation, FL, 33324	$31895.00		Small Business, Woman Owned	Bidding Document	✓

PROPOSAL SUBMITTAL CHECKLIST FORM
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response must include the following items:

	Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":	Check Completed.
X	The City will only receive submittals online and electronically through the Demand Star Electronic Bid System (E-Bidding). To register as a business, go to https://network.demandstar.com/ The City, at its discretion, may request hard copies of proposals received from a specific Respondent or all Respondents.	X
X	Indemnification and Insurance Documents ***EXHIBIT 2***	X
X	Respondents Bid Form. ***EXHIBIT 3***	X
X	Signed Contract Documents (All – including General Conditions and Supplementary Conditions if attached) ***EXHIBIT 4, 5 & 6***	
X	Respondents Qualification Statement	X
X	List of Proposed Subcontractors and Principal Suppliers	X
X	Non-Collusion Affidavit	X
X	Public Entity Crimes and Conflicts of Interest	X
X	Drug Free Workplace	X
X	Acknowledgement of Conformance with OSHA Standards	X
X	Affidavit Concerning Federal & State Vendor Listings	X
X	Related Party Transaction Verification Form	
X	Presentation Team Declaration/Affidavit of Representation	X

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

Client#: 6898 DBFCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ZERVOS GROUP INC 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	PHONE (A/C, No, Ext): 248 355-4411	FAX (A/C, No): 248 355-2175
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DBF CONSTRUCTION LLC 3710 Park Central Blvd N Pompano Beach, FL 33064	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Insurance Company	35289
	INSURER C : National Fire Insurance Co. Hartford	20478
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual X X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER:	X	X	6078749646	08/10/2020	08/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	6078749663	08/10/2020	08/10/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	6078749680	08/10/2020	08/10/2021	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6078749677	08/10/2020	08/10/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Leased or Rented Equipment Scheduled Equip.			6078749646	08/10/2020	08/10/2021	$100,000 Limit $1,000 Deductible See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Illustration of coverage only.

CERTIFICATE HOLDER

ILLUSTRATION OF COVERAGE ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AJP

EXHIBIT 3

DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

RESPONDENTS
BID FORM

THIS PROPOSAL IS SUBMITTED TO:

Shari Kamali
City Manager
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

SUBMITTED THIS 23rd DAY OF October 20 20.

PROPOSAL SUBMITTED BY:

DBF Construction, LLC	954-532-9869
Company	Telephone Number
Mark Giannetti	Alejandra@dbf-construction.com
Name of Person Authorized to Submit Proposal	E-mail Address

1. If this Proposal is accepted, the undersigned Respondent agrees to enter into a Contract with the City of South Miami in the form included in this Solicitation Package and to perform and furnish all work as specified or indicated in this Solicitation, including as set forth in ***Exhibit I (Scope of Services, Attachment A & B.)*** for the Proposed Price as set forth below, within the Contract Time and in accordance with the other terms and conditions of the Solicitation Package.
2. Respondent accepts all of the terms and conditions of the Solicitation and Instructions to Respondents, including without limitation those dealing with the disposition of Proposal/Bid Bond, if required. This Proposal will remain subject to acceptance for 180 calendar days after the day of the Proposal Opening. The Respondent, by signing and submitting this proposal, agrees to all of the terms and conditions of the form of contract that is a part of the Solicitation package with appropriate changes to conform to the information contained in this Bid Form. Respondent agrees to sign and submit the Bonds, if required by this Solicitation, required insurance documents, and other documents required by the Solicitation, including the Contract if not already submitted, within ten (10) calendar days after the date of the City's Notice of Award.
3. In submitting this Proposal, Respondent represents that:

a. Respondent has examined copies of all the Solicitation Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum No. 1 Dated: 10/15/2020

b. Respondent has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
c. Subsurface conditions: If applicable to this Solicitation, the Respondent represents that:
   i. Respondent has studied carefully all reports and drawings, if applicable, of subsurface conditions and drawings of physical conditions.
   ii. Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in this paragraph which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or the furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. The Respondent hereby acknowledges that no additional examinations, investigations, explorations, tests, reports or similar information or data are, or will, be required by

Respondent for any reason in connection with the Proposal. The failure of the Respondent to request a pre-bid marking of the construction site by any or all utility companies will create an irrefutable presumption that the Respondent's bid, or proposal price, has taken into consideration all possible underground conditions and Respondent, if awarded the contract, will not be entitled to a change order for any such condition discovered thereafter.

iii. Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

iv. Respondent has reviewed and checked all information and data shown or indicated in the Solicitation Package or in the Contract Documents with respect to existing Underground Facilities or conditions at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities and conditions that may affect the Work. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to any Underground Facilities or conditions are, or will be, required by Respondent in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents unless the Proposal specifically states that the contract price is subject to adjustment for future discovery of underground facilities and/or conditions that affect the cost of the Work and unless the respondent makes a written request to the City for additional information prior to submitting the bid or proposal as required in subsection ii above,

d. Respondent has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if any conflicts, errors or discrepancies have been found and notice given, the Respondent represents, by submitting its proposal to the City, that the Respondent has received sufficient notice of the resolution thereof from the City, that such resolution is acceptable to Respondent and that the Respondent waives any claim regarding the conflicts, errors or discrepancies.

Mark

e. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted pursuant to any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from responding; and Respondent has not sought by collusion or otherwise to obtain for itself any advantage over any other Respondent or over the CITY.

4. Respondent understands and agrees that the Contract Price is the amount that it needs to furnish and install all the Work complete and in place. The Schedule of Values, if required, is provided for the purpose of Proposal Evaluation and when initiated by the CITY, it will form the basis for calculating the pricing of change orders. The Contract Price may not be adjusted in any way to result in a deviation from the Schedule of Values, except to the extent that the CITY changes the Scope of the Work after the Contract Date. As such, the Respondent must furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place, Project for the Proposal Price. If this Solicitation requires the completion of a Respondent Cost and Technical Proposal, if any, as may be set forth in an exhibit to this Solicitation, such proposal must be attached to this Bid Form and will take the place of the Lump Sum Price, otherwise, the Contract Price for the completed work is as follows:

LUMP SUM BASE PRICE: Eleven thousand **dollars and** zero **cents**

Alternates: #1_____ #2_____

A fee breakdown for each task included in the lump sum contract price, if applicable, must be provided. Failure to provide this information will render the proposal non-responsive.

5. Insert the following information for future communication with you concerning this Proposal:

RESPONDENT: DBF Construction, LLC
Address: 3710 Park Central Boulevard North Pompano Beach, FL, 33064
Telephone: 954-532-9869
Facsimile: N/A
Contact Person Mark Giannetti

6. The terms used in this Proposal which are defined in the Contract have the same meaning as is assigned to them in the Contract Documents, unless specifically defined in this Solicitation Package.

7. *If a Respondent's Cost & Technical Proposal* is required by the Solicitation, Respondent hereby certifies that all of the facts and responses to the questions posed in the *Respondent's Cost & Technical Proposal,* if such an exhibit is made a part of the Solicitation, are true and correct and are hereby adopted as part of this ***Bid Form,*** and are made a part of this proposal, by reference.

8. By submitting this proposal, I, on my own behalf and on behalf of the business that I represent, hereby agree to the terms of the form of contract contained in the Solicitation package and I agree to be bound by those terms, with any appropriate blank boxes, if any, checked and any blank lines filled in with the appropriate information contained in the Solicitation Documents and this Proposal, or such information that the City and I have agreed upon in the course of contract negotiations and which have been confirmed by the City in writing, including e-mail confirmation, if any.

9. I hereby certify under penalties of perjury that I am the lawful representative of the business entity referenced in this Bid Form, that I have authority to bid for that entity, that I have authority to sign contracts for that entity and bind it to those contract terms and that all of the information and representations contained herein are true and correct.

By: _____
Signature

Mark Giannetti
[print name]

Vice President
[print title]

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

The response to this questionnaire will be utilized as part of the CITY'S overall Proposal Evaluation and RESPONDENT selection.

1. Number of similar projects completed,

a) In the past 5 years N/A

In the past 5 years On Schedule _____

b) In the past 10 years _____

In the past 10 years On Schedule _____

2. List the last five (5) completed similar projects.

a) Project Name: N/A

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

b) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price _____

c) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

d) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

e) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price
Please see attached			

4. The following information must be attached to the proposal.
   a) RESPONDENT's home office organization chart. See attached
   b) RESPONDENT's proposed project organizational chart. See attached
   c) Resumes of proposed key project personnel, including on-site Superintendent. See attached

5. List and describe any:

   a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations, None
   b) Any arbitration or civil or criminal proceedings, or None
   c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years None

6. Government References:

   List other Government Agencies or Quasi-Government Agencies for which you have done business within the past five (5) years.

   Name of Agency: City of Oakland Park
   Address: 5100 NE 12th Ter, Oakland Parl, FL 33334
   Telephone No.: 954-630-4432
   Contact Person: Jim Moore
   Type of Project: Drainage

Name of Agency: Palm Beach County

Address: 8100 Forest Hill Blvd.,West Palm Beach, FL 33413

Telephone No.: 954-493-6088

Contact Person: Joseph Tanacredi

Type of Project:

Name of Agency: City of Pompano Beach

Address: 1205 NE 5th Ave., Pompano Beach , FL 33060

Telephone No.: 954-650-7783

Contact Person: Tammy Good

Type of Project:

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

Respondent must list all proposed subcontractors, if subcontractors are allowed by the terms of this Solicitation to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Other:	N/A		

This list must be provided as a part of Respondents submittal to the City of South Miami and in response to this RFP.

END OF SECTION

NON-COLLUSION AFFIDAVIT
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

Mark Giannetti being first duly sworn, deposes and states that:

(1) He/She/They is/are the Vice President (Owner, Partner, Officer, Representative or Agent) of DBF Construction, LLC the Respondent that has submitted the attached Proposal;

(2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Signature

Mark Giannetti, Vice President
Print Name and Title

10/22/2020
Date

ACKNOWLEDGEMENT

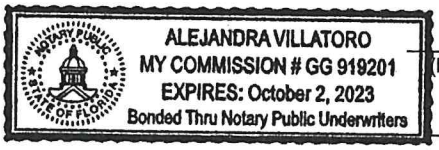
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the 22nd day of October, 20 20, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or type as commissioned.)

X Personally known to me, or

____ Personal identification:

Type of Identification Produced

____ Did take an oath, or

____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST
EMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

City of South Miami
[print name of the public entity]

by Mark Giannetti,Vice President
[print individual's name and title]

for DBF Construction, LLC
[print name of entity submitting sworn statement]

whose business address is 3710 Park Central Boulevard North Pompano Beach, FL, 33064

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5301466 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
   (a) A predecessor or successor of a person convicted of a public entity crime; or
   (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[Signature]

Sworn to and subscribed before me this 22nd day of October, 2020.

Personally known _____

OR Produced identification _____

_____
(Type of identification)

Notary Public – State of Florida

My commission expires 10/2/2023
(Printed, typed or stamped commissioned name of notary public)

ALEJANDRA VILLATORO
MY COMMISSION # GG 919201
EXPIRES: October 2, 2023
Bonded Thru Notary Public Underwriters

Form PUR 7068 (Rev.06/11/92)

DRUG FREE WORKPLACE
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie Bids or Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition..
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, and under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true and that this firm is in full compliance with the above requirements.

RESPONDENT's Signature: _____

Print Name: Mark Giannetti - Vice President

Date: 10/02/2023

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

TO THE CITY OF SOUTH MIAMI

We, DBF Construction, LLC, (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the **S DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE RFP #PR2020-23** as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **City of South Miami** and **N/A** (Consultant, if any) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names):

_____

_____

_____

to comply with such act or regulation.

CONTRACTOR

_____

Witness

BY: Mark Giannetti
Name

Vice President
Title

AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

The person, or entity, who is responding to the City's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name appears on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, Mark Giannetti (hereinafter referred to as the "Declarant") state, that the following facts are true and correct:

(1) I represent the Respondent whose name is DBF Construction, LLC.

(2) I have the following relationship with the Respondent Vice President (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member> (if Respondent is a Limited Liability Company).

(3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

(4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category, it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

Check if Applicable

___ Convicted Vendor List
___ Suspended Vendor List
___ Discriminatory Vendor List
___ Federal Excluded Parties List
___ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

Under penalties of perjury, and as the person authorized to sign this statement, I declare that I have read the foregoing statement and that the facts stated in it are true and that this firm is in full compliance with the above requirements.

Mark Giannetti
(Print name of Declarant)

By: _____
(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this the 22nd day of October, 20 20, before me, the undersigned authority, personally appeared _____ who is personally know to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

_____
Notary Public, State of Florida

NOTARY PUBLIC: SEAL

ALEJANDRA VILLATORO
MY COMMISSION # GG 919204
EXPIRES: October 2, 2023
Bonded Thru Notary Public Underwriters

_____
(Name of Notary Public: Print, stamp or type as commissioned.)

RELATED PARTY TRANSACTION VERIFICATION FORM
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

I Mark Giannetti, individually and on behalf of DBF Construction, LLC ("Firm") have *Name of Representative Company/Vendor/Entity* read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalties of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, *i.e.*, a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

_____

_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names: _____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

_____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party

before any board, commission or agency of the City within the past two years other than as follows:_____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: _____(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

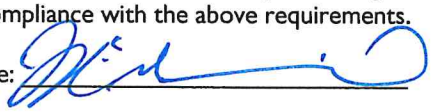
(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following:

_____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

Under penalties of perjury, and as the person authorized to sign this statement, I declare that I have read the foregoing statement, that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and to the best of my knowledge, information and belief the facts stated in it are true and this firm is in full compliance with the above requirements.

Signature: 

Print Name & Title: Mark Giannetti - Vice President

Date: 10/22/2020

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) ***Designation.***
This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.
(b) ***Definitions.*** For the purposes of this section the following definitions shall be effective:
(1) The term "commission members" shall refer to the mayor and the members of the city commission.
(2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
(3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
(4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
(5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
(6) The term "employees" shall refer to all other personnel employed by the city.
(7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
(8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
(9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
(10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.
(c) ***Prohibition on transacting business with the city.***
No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:
(1) The payment of taxes, special assessments or fees for services provided by the city government;
(2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.
Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:
(1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
(2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
(3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
(4) That the proposed transaction will be in the best interest of the city.
This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.
Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.
(d) ***Further prohibition on transacting business with the city.***
No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that

person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.
Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:
(1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
(2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) Definition. The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.
(2) Exceptions. The provisions of paragraph (e)(1) shall not apply to:
a. Political contributions specifically authorized by state law;
b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
c. Awards for professional or civic achievement;
d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.
(3) Prohibitions. A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:
a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
d. Attendance or absence from a public meeting at which official action is to be taken.
(4) Disclosure. Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of $25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) *Compulsory disclosure by employees of firms doing business with the city.*

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) *Exploitation of official position prohibited.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) *Prohibition on use of confidential information.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) *Conflicting employment prohibited.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) *Prohibition on outside employment.*

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.
c. Approval of department head required. Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.
d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed $500.00 and the costs of investigation incurred by the city.
(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) *Prohibited investments.*

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) *Certain appearances and payment prohibited.*

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.
(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) *Actions prohibited when financial interests involved.*

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) *Acquiring financial interests.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(0) *Recommending professional services.*

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of
office and in advance at a public meeting attended by other city officials, officers or employees.

(p) *Continuing application after city service.*

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) ***City attorney to render opinions on request.***

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

RELATED PARTY TRANSACTION VERIFICATION FORM
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

I Mark Giannetti, individually and on behalf of DBF Construction, LLC ("Firm") have *Name of Representative Company/Vendor/Entity* read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalties of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, *i.e.*, a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

_____

_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names: _____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

_____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party

before any board, commission or agency of the City within the past two years other than as follows:_____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: _____(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following:

_____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) must be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

Under penalties of perjury, and as the person authorized to sign this statement, I declare that I have read the foregoing statement, that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and to the best of my knowledge, information and belief the facts stated in it are true and this firm is in full compliance with the above requirements.

Signature: _____

Print Name & Title: Mark Giannetti - Vice President

Date: 10/22/2020

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) *Designation.*
This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.
(b) *Definitions.* For the purposes of this section the following definitions shall be effective:
(1) The term "commission members" shall refer to the mayor and the members of the city commission.
(2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
(3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
(4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
(5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
(6) The term "employees" shall refer to all other personnel employed by the city.
(7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
(8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
(9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
(10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.
(c) *Prohibition on transacting business with the city.*
No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:
(1) The payment of taxes, special assessments or fees for services provided by the city government;
(2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.
Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:
(1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
(2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
(3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
(4) That the proposed transaction will be in the best interest of the city.
This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.
Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.
(d) *Further prohibition on transacting business with the city.*
No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that

person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.
Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:
(1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
(2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) Definition. The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) Exceptions. The provisions of paragraph (e)(1) shall not apply to:
a. Political contributions specifically authorized by state law;
b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
c. Awards for professional or civic achievement;
d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) Prohibitions. A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:
a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
d. Attendance or absence from a public meeting at which official action is to be taken.

(4) Disclosure. Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of $25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) *Compulsory disclosure by employees of firms doing business with the city.*

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) *Exploitation of official position prohibited.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) *Prohibition on use of confidential information.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) *Conflicting employment prohibited.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) *Prohibition on outside employment.*

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.
c. Approval of department head required. Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.
d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed $500.00 and the costs of investigation incurred by the city.
(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) *Prohibited investments.*

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) *Certain appearances and payment prohibited.*

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.
(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) *Actions prohibited when financial interests involved.*

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) *Acquiring financial interests.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(0) *Recommending professional services.*

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of
office and in advance at a public meeting attended by other city officials, officers or employees.

(p) *Continuing application after city service.*

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) ***City attorney to render opinions on request.***

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

PRESENTATION TEAM
DECLARATION/AFFIDAVIT OF REPRESENTATION
DEMOLITION OF BUILDING STRUCTURE ON 7435 SW 66 AVENUE
RFP #PR2020-23

This affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, must list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit must be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, must not be required to pay any registration fees. No person may appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalties of perjury:

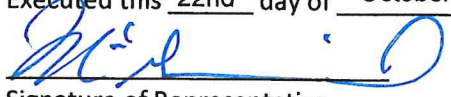
Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person may appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

NAME	TITLE
Richard L Gibbs III	President
Mark Giannetti	Vice President
Jeffrey Melnechuk	Secretary

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, will not be required to pay any registration fees. The Affidavit of Representation must be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

Executed this 22nd day of October, 20 20.



Signature of Representative

Mark Giannetti - Vice President
Print Name and Title

DBF Construction, LLC
Print name of entity being represented

END OF SECTION

DBF CONSTRUCTION LLC
CURRENT CONTRACTS

BROWARD COUNTY : FLL GREEN BELT PARK IRRIGATION MAIN EXTENSION
CONTRACT AMOUNT: $1,327,293.75
OWNER: BROWARD COUNTY
2019-2020

SCOPE OF WORK: CONSTRUCTION, FURNISHING AND INSTALLATION OF THE PROXIMATELY 6,000 LF OF 8" AND 4" IRRIGATION TRANSMISSION SYSTEM. THE IRRIGATION MAIN INSTALLATION INCLUDES CROSSING UNDER THE FEC AND FDOT RIGHT-OF-WAY WITH TWO DIRECTIONAL DRILL OPERATIONS AND TWO JACK AND BORE OPERATIONS. THE MAIN WILL ALSO BE INTERCONNECTED AT THE SEVEN LOCATIONS. UPGRDES MADE TO THE EXISTING IRRIGATION PUMP LOCATED AT THE NE POND AND ALSO THE INSTALLATION OF A NEW BOOSTER PUMP AT THE SOUTH GREEN BELT BUFFER PRIOR TO CONNECTION TO THE EXISTING SYSTEM. UPGRADE, PROGRAMING MAXICOM SYSTEM.

CITY OF GREENACRES
CONTRACT AMOUNT 276,765.50
OWNER: CITY OF GREENACRES, LAKE WORTH DRAINAGE DISTRICT
2020
PERCENTAGE COMPLETE: 95%

SCOPE OF WORK: DREDGING CANALS, RE-SLOPPING OF CANAL EMBARKMENTS, DRAINAGE HEAD WALLS, RE-STRUCTURING, RE-SLOPPING, DEMUCKING EXISTING CITY OF LAKE WORTH DRAINAGE CANALS,

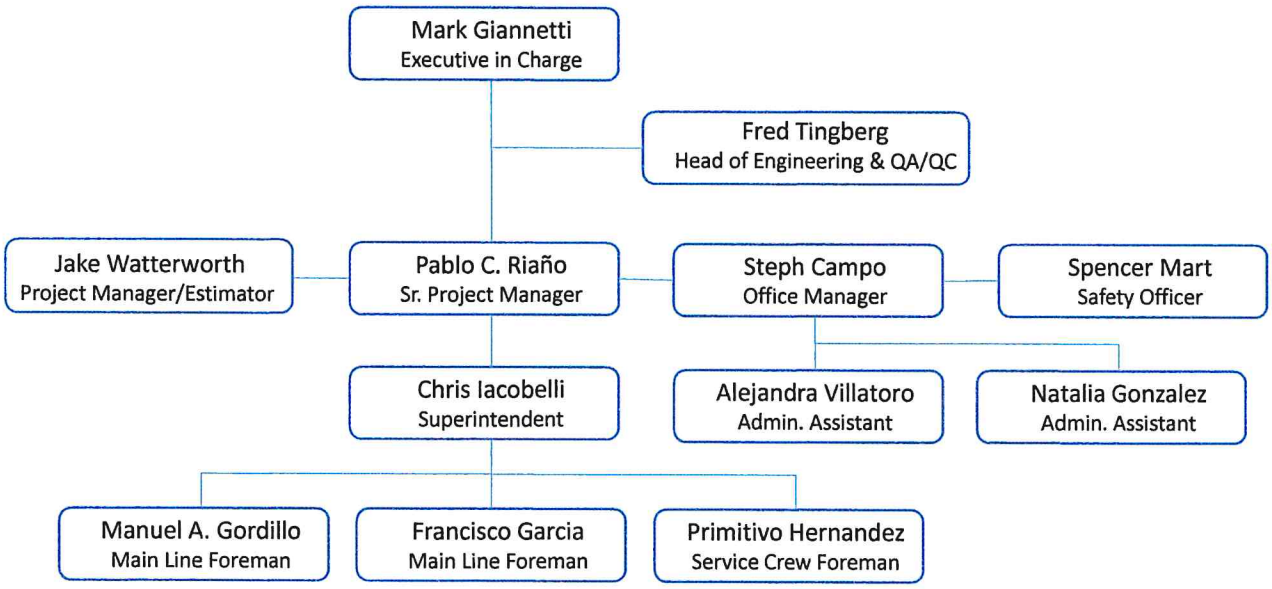
CITY OF NORTH MIAMI
CONTRACT AMOUNT: $441,049.00
PROJECT: WATER MAIN IMPROVEMENT PROJECT NW 8TH AVENUE
2020

SCOPE OF WORK: CONSTRUCTION OF A NEW 8-INCH DIAMETER C-900 WATER MAIN TO REPLACE THE EXISTING 6-INCH ACP AND 2 INCH GALVANIZED STEEL PIPES. RELOCATION OF WATER METERS FROM REAR OF THE PLOTS TO FRONT OF LOTS, THE ADDITION OF FIRE HYDRANTS AND RIGHT OF WAY UTILITY EASEMENT RESTORATION.

CITY OF PLANTATION: GOLF ESTATES DRAINAGE IMPROVEMENTS
CONTRACT AMOUNT $308,012.00

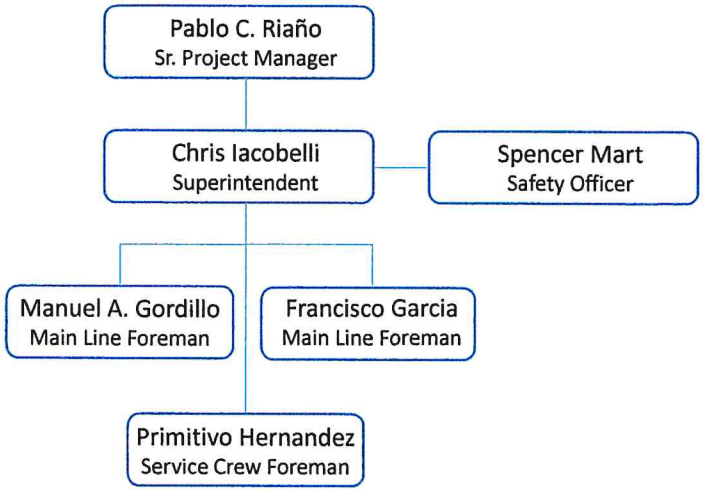
SCOPE OF WORK: INCORPORATE THE REPLACEMENT OF EXISTING STORM DRAINAGE STRUCTURES AND PIPES LOCATED WITHIN CITY RIGHT-OF-WAY THROUGHOUT THE NEIGHBORHOODS CAST IN PLACE PIPE TECHNOLOGY WILL ALSO BE USED FOR EXISTING OUTFALL PIPES LOCATED IN DRAINAGE EASEMENTS BETWEEN HOMES. A FEW EXISTING OUTFALL PIPES BETWEEN HOMES ARE UNDERSIZED AND WILL BE REPLACES WITH LARGER PIPES UTILIZING PIPE BURSTING TECHNOLOGY.

DBF
CONSTRUCTION LLC



DBF
CONSTRUCTION LLC

Demolition of Building Structure on:
7435 SW 66th Ave, South Miami, FL



CHRISTOPHER J. IACOBELLI

CHRIS@DBF-CONSTRUCTION.COM

954-892-0678

EXPERIENCE

Equipment operator / Foreman / Superintendent / Project Manager / Estimator

Dates From 1982 to 1990
Iacobelli Contracting, Inc.
Medley, Florida

Performed multiple tasks on large diameter transmission mains for Miami Dade Water & Sewer Authority

Tasks included:

- Planning laying schedules
- Coordinating crews for installation, cleaning, joint welding, testing, & restoration

Also oversaw all heavy equipment maintenance and repair

OWNER / PRESIDENT OF COASTAL UTILITIES, INC. COOPER CITY, FL.

Dates From 1990 - 1997

Completed approximately $30 million of Water Main, Sanitary Sewer, & Storm Drainage Improvements in the Dade, Broward, Palm Beach, & Monroe Counties

Project Manager / Estimator

Megan South, LLC
Davie, Fl.
Dates From 1997 - 2001

Completed approximately $10 million of

Earthwork, Water Main, Sanitary Sewer, Storm Drainage, & Roadway construction within Dade, Broward, Palm Beach, & Monroe Counties

Part Owner / Estimator / Project Manager

GMI Contracting, Inc.

Davie, Fl.

Dates From 2001 - 2012

Completed approximately $15 million of Earthwork, Water Main, Sanitary Sewer, Storm Drainage, & Roadway Construction within Dade, Broward, Palm Beach, & Monroe Counties.

Project Superintendent / Estimator

Charlie Frymyer Paving, Inc.

Davie, Fl.

Dates from 2012 – 2014

Completed:

- 3,500 LF Water Main
- 3,500 LF Force Main
- 1,200 LF of Poured in place concrete containment (30' wide x 4' high within the Fort Lauderdale Airport Runway expansion and US 1Tunnel Project
- Several thousand LF of Storm Drainage (15" up to 60" RCP) within the Fort Lauderdale Airport Terminal 4 Improvements

Project Manager / Estimator

TV Diversified, LLC

Lake Worth, Fl.

Dates from 2014 – 2016

Completed approximately $6 million of Lift Station Rehabilitation, Water Main Improvements, Sanitary Sewer Point Repairs, & Treatment Plant Improvements

Project Superintendent

All County Paving, Inc.

Delray Beach, Fl.

Dates from 2016 - 2018

Oversaw multiple crews and subcontractors on the Hard Rock Stadium Site Improvements Project including Demolition, Water Main, Storm Drainage, Sanitary Sewer, Textured Concrete, Brick Pavers, Curb & Gutter, Parking Lot Reconstruction, Striping / Signage, & Landscaping,

Also oversaw the scheduling, Inspection, material requirements, equipment allocation, and manpower allocation for multiple Road Building crews on a Neighborhood Improvement project in Davie, Fl.

Project Manager and Field Superintendent

DBF Construction, LLC

Dates from 2018 – Current

Oversee multiple crews on several Water Main, Sanitary Sewer, Storm Drainage, & Water Reuse projects

EDUCATION

DEGREE / DATE EARNED

School

Bachelor of Arts

Florida Atlantic University

1982

Mark Giannetti / Vice President
1850 NW 15th AVE., SUITE 225
POMPANO BEACH, FLORIDA 33069
Ph: 954-532-9869 Fax: 954-532-9897
Mark@dbfconst.comcastbiz.net

DBF CONSTRUCTION LLC

Mark Giannetti has over 25 years' construction experience as a project manager, estimator, superintendent, foreman, and general partner, and owner in the underground construction industry with governmental agencies in Florida.

EMPLOYMENT:

Giannetti Contracting Corp.	1994 – 2004	Operator, Foreman, Director of Field Operations for Underground Utility Crews
JC Fodale Group of Florida	2004- 2006	Superintendent
DBF Construction, LLC	2006- Present	Vice President / Partner

RECENT PROJECTS:

City of Oakland Park, Florida – Bid Pack 11 - 2017
Contract Amount: $2,037,595.35

- This project included the installation of 8" ductile water main, 18", 24", and 36" drainage and french drain, complete road rehabilitation, 8" sewer main repairs, mill and overlay.

Palm Beach County, Florida – South County Phase 5 - 2018
Contract Amount: $2,065,681.87

- This neighborhood infrastructure improvement project included the installation of approximately 12,000 LF of 6" water main, 1,000 LF of 8" water main, 4,000 LF of 12" water main, 8" aerial water main crossing and approximately 285 water services.

City of Pompano Beach, Florida – Reuse System Phase I - 2018
Contract Amount: $1,767,428.87

- This neighborhood infrastructure project included the installation of 9,000 FT of reclaimed water main from 4" to 16" diameter, also included trench restoration and mill & overlay.

Town of Lantana, Florida – South Lake Drive Force main Replacement, South 13th Place Water Main Replacement, Lantana Cove Stormwater Improvements - 2018
Contract Amount: $1,118,760.24

- This project included the installation of 6" PVC C900 (DR18) force main, 6" PVC C900 (DR18) water main and drainage improvements, dewatering.

Monroe County, Florida – Tarpon Harbour- 2015
Contract Amount: $1,174,000.00

- This project included installation of sewer force main, high pressure fire main, water main, drainage, gravity sewer, drainage outfall into the Gulf of Mexico, and vacuum sewer.

City of Weston, Florida – Country Isles Water Service Replacement 2015
Contract $1,003,000.00.

- This project consisted of various water service replacements including wet taps, taps on existing main, open cut and/or directional drilling missile installation. Mill & overlay, striping and concrete.

City of Lighthouse Point, Florida – Frank McDonough Park - 2018
Contract Amount: $115,746.00

- Project included the installation of approximately 12,000 LF of 6" water main, 1,000 LF of 8" water main, 4,000 LF of 12" water main, 8" aerial water main crossing and approximately 285 water services.

Palm Beach County Water Utilities Department, Florida/ Giannetti Contracting Corp. – Belvedere Homes Phase 2 - 2013
Contract Amount: $ 677,000.00

- This project consisted of labor only. Installation of 5,800 LF of 15" – 48" storm water. 16,000 LF of water main 8" – 12" diameter, 14,000 LF of 8" vacuum sewer, vacuum pits and laterals, water services, roadway restoration, swale grading.

City of Hollywood, Florida / Giannetti Contracting Corp. – Water Main Program Phase I: Hollywood Blvd. to Johnson St. from N 46th avenue to N 52nd avenue - 2014
Contract Amount: $664,000

- This project consisted of labor only. Installation of 27,000 LF new water main and 605 water services. Main line pipe sizes ranged from 6" to 12" in diameter.

City of Hollywood, Florida / Giannetti Contracting Corp. – Water Main Program Phase I: Hollywood Blvd. to Johnson St. from N 46th avenue to N 52nd avenue. - 2014

Contract Amount: $1,037,000.00

- This project consisted of labor only. Installation of labor only 27,000 LF of 4" – 12" water main with 150 water services, cut, cap, and grout abandonment of existing water mains, asphalt trench replacement, and asphalt overlay.

LICENSES AND CERTIFICATIONS:

- OSHA Qualified Person

Pablo C. Riaño

Sr. Project Manager

PabloR@dbf-construction.com

WORK EXPERIENCE

July 2020 – Present — DBF Construction

Sr. Project Manager

- Planning, coordination, and management of construction activities associated with various Public Works projects from preconstruction stage through final acceptance sage. Which include, but are not limited to, construction of water distribution systems, sanitary sewer collection and transmission systems, storm drainage systems, lift stations, treatment plants, road improvements, landscape, and other incidentals.
- Preparation, correction, submittal, and updates of applications for payment, shop drawings, schedules, requests for service, requests for information, requests for quotes, notices of change conditions, notices for change in contract time, etc., for various construction projects.
- Coordinates and reviews field work production following up with daily, weekly, and monthly meetings with superintendents, inspectors, and other staff
- Investigates and helps in the resolution of claims and damages.
- Develops and maintains connections with clients, engineers, subcontractors, and residents.
- Business development for operations in and outside of the U.S.

December 2018 – June 2020 — Lanzo Construction Co., FL

Director of Operations

- Directly and through subordinate engineering staff and utilities field personnel, as well as in conjunction with other engineering consultants, plans, directs, supervises, and coordinates the design and construction of municipal engineering projects.

- Applied advanced project and construction management skills and considerable use of independent judgment in planning and managing/reviewing projects that are design in-house as well as projects that are developed by engineering consultants.
- Performed complex assignments requiring the exercise of considerable initiative and independent judgment in assuring that activities meet high standards of service, are performed with the maximum effective use of resources, and that work is accomplished in accordance with accepted technical standards and in compliance with applicable rules, regulations, and laws.
- In charge of overseeing all aspects of the day to day field operations regarding equipment, manpower, materials, subcontractors, other resources, etc.
- Conducted weekly meetings with appropriate staff to update each project. Assessment of moneys earned, work progress, future billings, and analyze budget breakdown, original vs actual and gross profit difference. Review of change orders, as-built drawings, upcoming work, and claims, among others.
- Reported directly to the Chief Operating Officer and Chief Executive Officer in all aspects of the field operations.

June 2004 – November 2018 Lanzo Construction Co., FL

Sr. Project Manager

- Planning, coordination, and management of construction activities associated with various Public Works projects from preconstruction stage through final acceptance sage. Which include, but are not limited to, construction of water distribution systems, sanitary sewer collection and transmission systems, storm drainage systems, lift stations, treatment plants, road improvements, landscape, and other incidentals.
- Preparation, correction, submittal, and updates of applications for payment, shop drawings, schedules, requests for service, requests for information, requests for quotes, notices of change conditions, notices for change in contract time, etc., for various construction projects.
- Coordinates and reviews field work production following up with daily, weekly, and monthly meetings with superintendents, inspectors, and other staff
- Investigates and helps in the resolution of claims and damages.
- Develops and maintains connections with clients, engineers, subcontractors, and residents.
- Business development for operations in and outside of the U.S.

EDUCATION

2001 – 2005	Florida International University	Miami, FL
	Bachelor of Science Degree, Civil & Environmental Engineering	
1998 – 2001	Broward College	
	Associate of Arts Degree, Engineering	

ENGINEERING SKILLS

- Excellent computer skills including MS Word, Excel, PowerPoint
- AutoCAD 2020
- P6
- Excellent oral and technical writing skills
- Excellent organizational skills
- Experience in leadership and teamwork
- Ability to provide a positive and productive working environment
- Fully bilingual (English & Spanish)

PROFESIONAL MEMBERSHIPS

- Florida Engineering Society/National Society of Professional Engineers
- American Society of Civil Engineers

CERTIFICATIONS

- Confined Space & Rescue Training
- Stormwater Erosion and Sedimentation Control
- FDOT Advanced Temporary Traffic Control

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LYSSENKO, ILIA V

DBF CONSTRUCTION LLC
3710 PARK CENTRAL BLVD N
POMPANO BRACH FL 33064

LICENSE NUMBER: CUC1224328

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LYSSENKO, ILIA V

DBF CONSTRUCTION LLC
3710 PARK CENTRAL BLVD N
POMPANO BEACH FL 33064

LICENSE NUMBER: CGC1512467

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA: DBF CONSTRUCTION LLC
Business Name: DBF CONSTRUCTION LLC

Receipt #: 130-258258
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ILIA LYSSENKO
Business Location: 3710 PARK CENTRAL BLVD POMPANO BEACH
Business Phone: 954-892-1697

Business Opened: 10/09/2013
State/County/Cert/Reg: CGC1512467
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		8		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DBF CONSTRUCTION LLC
3710 PARK CENTRAL BOULEVARD
POMPANO BEACH, FL 33064

Receipt #20C-19-00001493
Paid 07/07/2020 27.00

2020 - 2021

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2020 - 2021

Business Tax Receipt Valid from: October 1, 2020 through September 30, 2021

4472527 9/21/2020
DBF CONSTRUCTION LLC
3710 N PARK CENTRAL BL

POMPANO BEACH FL 33064

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: DBF CONSTRUCTION LLC
BUSINESS LOCATION: 3710 N PARK CENTRAL BL POMPANO BEACH FL

RECEIPT NO:	**CLASSIFICATION**
21-00102650	**CONTRACTOR GENERAL (GC)**
21-00102652	**ENGINEERING CONSTRUCTION (1A-4C)**

NOTICE: A NEW APPLICATON MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

State of Florida
Department of State

I certify from the records of this office that DBF CONSTRUCTION LLC is a limited liability company organized under the laws of the State of Florida, filed on July 3, 2013, effective July 3, 2013.

The document number of this limited liability company is L13000095337.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 8, 2020, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of January, 2020



Secretary of State

Tracking Number: 1446487081CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Valerie Holland
Submitting Department: Public Works & Engineering
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the City Manager to execute a one-year agreement with Sunshine Gasoline Distributors, Inc. for the purchase and delivery of bulk fuel gasoline and diesel for the City's vehicle fleet and equipment. 3/5 (City Manager-Public Works Dept.)

Suggested Action:

Attachments:
Memo - Sunshine Gasoline Distributors Inc FY20-21.docx

Res Sunshine_Gasoline_FY-20-21 (1)CArev.doc

Award_Notice,_ITQ-676-A-19-21,

Signed Agreement Sunshine Gas Distributors complete.pdf

OPIS DAILY FUEL PRICES 09.30.20.xlsx

Sun biz Sunshine Gasoline Distributors

Solicitation_ITQ-676-A-19-21 MDC Sunshine Gasoline.pdf

Sunshine Gasoline Piggyback Contract with Miami Dade County.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor & Members of the City Commission

FROM: Shari Kamali, City Manager

DATE: November 02, 2020 Agenda Item No.:_____

SUBJECT: A Resolution authorizing the City Manager to execute a one-year agreement with Sunshine Gasoline Distributors, Inc. for the purchase and delivery of bulk fuel gasoline and diesel for the City's vehicle fleet and equipment.

BACKGROUND: Bulk fuel gasoline and diesel must be purchased for the City's vehicle fleet and equipment. The City of South Miami desires to utilize the Miami-Dade County Contract No:676-A-19-21 with Sunshine Gasoline Distributors, Inc. under the terms and conditions as set forth in the solicitation and agreement between Miami-Dade County and Sunshine Gasoline Distributors.

Fuel is a commodity and is subject to daily price fluctuations. As a daily benchmark for prices, the County uses the Daily Oil Price Information Service (OPIS) Price report. The Oil Price Information Service (OPIS) provides price transparency across the global supply chain so that all stakeholders can buy and sell oil and energy commodities. OPIS provides transparent pricing, real-time news regarding the fuel sector.

The Price Differential or Price offered by Respondents on this contract may be a positive or negative differential from the Daily Oil Price Information Service (OPIS) Price report, and shall be per gallon, fixed and firm for that day of delivery and shall consist of all charges necessary for the awarded Respondent to fully complete the work and invoice the City inclusive of all costs, profit, F.O.B. delivery, and all other fees and permits, except for taxes applicable to the County, to deliver fuel to all locations in City. The OPIS daily price report shall be the Unbranded Rack Average – OPIS Contract (10:00AM) Benchmark File (Gross) Rack Report for the day of delivery for the appropriate fuel type and category for Miami, Florida. The County publishes the Daily Unbranded Rack Average Report Daily; a sample of the September 30, 2020 Report is included in the background information. OPIS is a subscriber service and the daily price reports are provided to subscribers of record.

AMOUNT: Not to exceed $306,178

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

ACCOUNT:	001-1760-519-5230	Public Works Fuel with a balance of $150,000
	001-1410-513-5230	Finance Division Fuel with a balance of $1,500
	001-1310-513-5230	City Manager Fuel with a balance of $500
	001-1610-524-5230	Building Division Fuel with a balance of $1,204
	001-1620-524-5230	Planning Division Fuel with a balance of $108
	001-1640-524-5230	Code Enforcement Fuel with a balance of $2,058
	001-1910-521-5230	Police Fuel with a balance of $133,383
	001-2000-572-5230	Recreation Fuel with a balance of $ 9,378
	001-1750-519-5230	PR Landscape Fuel with a balance of $ 8,047

SUPPORT: Award Recommendation Miami-Dade County Contract No.: 676-A-19-21
Agreement with Sunshine Gasoline Distributors Company
Sample, OPIS Daly Fuel Prices as of September 30
Sunbiz- Sunshine Gasoline Distributors Inc.
Solicitation ITQ-676-A-19-21
Sunshine Gasoline Piggyback Contract with Miami Dade County

RESOLUTION NO. _____

A Resolution authorizing the City Manager to execute a one-year agreement with Sunshine Gasoline Distributors, Inc. for the purchase and delivery of bulk fuel gasoline and diesel for the City's vehicle fleet and equipment.

WHEREAS, the City wishes to purchase bulk fuel gasoline and diesel for the City's vehicle fleet and equipment; and

WHEREAS, the City wishes to ensure the lowest possible cost for the purchase of bulk fuel gasoline and diesel for the City vehicles fleet and equipment; and

WHEREAS, the City Manager wishes to piggyback on Miami-Dade County Contract No.: 676-A-19-21 with Sunshine Gasoline Distributors Inc; and

WHEREAS, the expenditure be charged to departmental fuel account numbers 001-1760-519-5230 (Public Works Fuel & Lube) with a current balance of $150,000, 001-1310-513-5230 (City Manager Fuel) with a current balance of $500, 001-1410-513-5230 (Finance Division Fuel) with a current balance of $1,500, 001-1610-524-5230 (Building Division Fuel) with a current balance of $1,204, 001-1620-524-5230 (Planning Division Fuel) with a current balance of $108, 001-1910-521-5230 (Police Division Fuel) with a current balance of $133,383, 001-2000-572-5230 (Recreation Fuel) with a current balance of $9,378, 001-1750-519-5230 (PR Landscape Fuel) with a current balance of $8,047, 001-1640-524-5230 (Code Enforcement Fuel) $2,058.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The City Manager is authorized to expend an amount not to exceed $306,178 with Sunshine Gasoline Distributors Inc, for the purchase and delivery of bulk fuel gasoline and diesel for fiscal year 2020/2021 and charged to various departmental fuel account numbers.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution shall become effective immediately upon

adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Vice Mayor Welsh: Commissioner Harris: Commissioner Liebman: Commissioner Gil:
_____	
CITY ATTORNEY	

MIAMI-DADE COUNTY
miamidade.gov

INTERNAL SERVICES DEPARTMENT
STRATEGIC PROCUREMENT DIVISION
111 NW 1ST Street • Suite 1300
Miami, Florida 33128 – 1974
Telephone 305-375-5289

CLERK OF THE BOARD
2019 SEP 23 PM 1:34
CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.

September 23, 2019

All Responding Bidders (See Distribution List) #1
SUBJECT: CONTRACT NO.: ITQ-676-A-19-21
TITLE: Gasoline and Diesel, Transport and Tank Wagon

Dear Bidders:

In accordance with Section 1.13 of the above-referenced solicitation's pool, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the County Mayor or designee recommends award of this contract to:

Sunshine Gasoline Distributors, Inc.: Award of Groups A, B, C, and D.

Bidders(s) not considered for award are:
Mansfield Oil Company of Gainesville, Inc. (higher than lowest)
Pro Energy, LLC (higher than lowest)

The provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code. The Strategic Procurement Division of the Internal Services Department appreciates the participation of all bidders who responded to the subject action.

If you have questions, please contact Jesus Lee at 305-375-4264 email: fjl@miamidade.gov .

Sincerely,

Jesus Lee, CPPB
Procurement Contracting Officer 3
Miami Dade County, Florida

Attachment: Tabulation Sheet

Distribution:
Mansfield Oil Company of Gainesville, Inc.
Pro Energy, LLC
Sunshine Gasoline Distributors, Inc.

cc: Clerk of the Board
File

CONTRACT FOR GASOLINE AND DIESEL, TRANSPORT & TANK WAGON

THIS AGREEMENT made and entered into this 31 day of October, 2019 by and between the City of South Miami, a Florida municipal Corporation by and through its City Manager (hereinafter referred to as "City") and **Sunshine Gasoline Distributors, Inc.**, (hereinafter referred to as "Contractor") whose address is 1650 NW 87th Ave. Doral, FL 33172 and whose email address if max@sunshinegasoline.com

WITNESSETH:

WHEREAS, the **Miami-Dade County** solicited bids pursuant to **ITQ No. 676-A-19-21**, for **GASOLINE AND SIESEL, TRANSPORT & TANK & WAGON**; and

WHEREAS, the **Miami-Dade County,** after completing a competitive bidding process, awarded a contract to Contractor, and

WHEREAS, the City of South Miami desires to utilize the **Miami-Dade County** Contract with Contractor; and

WHEREAS, the City is authorized, pursuant to the City of South Miami's Charter, to piggyback off of contracts, such as the contract in question between **Miami-Dade County** and Contractor, that were entered into in accordance with a solicitation process that is at least as vigorous as that of the City of South Miami; and

NOW, THEREFORE, the City and the Contractor, each through their authorized representative/official, agree as follows:

1. The City desires to enter into a Contract, under the same provisions as set forth in the contract between **Miami-Dade County** and Contractor pursuant to **ITQ No. 676-A-19-21**, as modified by this Agreement.

2. The City has reviewed the contract between **Miami-Dade County** and Contractor and agrees to the provisions of that contract which shall be applicable to a purchase order to be issued by the City and further agrees to the fair and reasonableness of the pricing. Contractor hereby agrees to provide such goods and/or services, pursuant to the City's purchase order made during the term of this Agreement, under the same price(s), terms and conditions as found in the solicitation documents, the response to the solicitation, and the Agreement/Contract and/or the Award, pertinent copies of which are attached hereto as **Attachment A** and made a part hereof by reference.

3. All references in the contract between **Miami-Dade County** and Contractor, shall be assumed to pertain to, and are binding upon Contractor and the City of South Miami. All decisions that are to be made on behalf of **Miami-Dade County** as set forth in the contract between **Miami-Dade County** and the Contractor, shall all be made by the City Manager for the City of South Miami. Notwithstanding anything contained in the **Miami-Dade County ITQ No. 676-A-19-21** and the contract between **Miami-Dade County** and the Contractor to the contrary,

this Agreement shall be governed by the laws of the State of Florida and venue for all dispute resolutions or litigation shall be in Miami-Dade County, Florida.

4. **Term.** The term of the contract, including all extensions authorized by the contract shall not exceed five years.

5. **Scope of Goods and Services.** The scope of goods and services (which may hereinafter be referred to as the "Work") are set forth in the attached **Attachment A** and any attachments thereto and the City's purchase order, the latter of which shall take precedence. The Contractor has agreed to deliver the goods, if any, and perform the services, if any, in a workman like manner and in accordance with all state, county and City laws, at the locations, if any, designated by the City. All of the goods and services reflected in **Attachment A** shall, unless otherwise stated in the Attachment A or B, be delivered, if good, and commenced, if services, within **N/A** days from the date of the execution of this Agreement. The Contractor shall obtain and pay for all permits required for the goods and services rendered, if any, with the exception of permits fees charged by the City, said fees shall be waived.

6. **Contract Price.** The contract price for the good and services is set forth in **Attachment A or B**. If not otherwise set forth in the contract between **Miami-Dade County** and the Contractor, the Contractor shall be paid upon delivery of all the goods, if any, the completion of all the services, if any, and after final inspection and approval, by the City, that approves of the goods delivered, if any, and the services performed, if any.

7. **Precedence.** The term, provisions and conditions of this Agreement shall take precedence over the terms, provisions and conditions of the contract between Contractor and **Miami-Dade County**

8. **Grant Funding**: This project is being funded by"N/A" and Contractor agrees to comply with all the requirements of that Grant, applicable to the delivery of the goods and/or services that are the subject of this Agreement, and that are within its power to provide and to provide all the documentation within its control that is required for the City to be able to recover as much of the contract price that is available pursuant to the terms of the grant. A copy of the grant, if any, is attached hereto and made a part hereof by reference.

9. **Public Records:** CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in

possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **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 305-663-6340; E-mail: npayne@southmiamifl.gov; 6130 Sunset Drive, South Miami, FL 33143.**

10. Waiver Jury Trial: City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, or lawsuit arising out of the Contract Documents or the performance of the Work thereunder or any counterclaim, cross-claim or third party claim filed in the same proceeding.

11. Notices: Whenever notice shall be required or permitted herein, it shall be delivered by hand delivery, e-mail (or similar electronic transmission), facsimile transmission or certified mail with return receipt requested and shall be deemed delivered on the date shown on the e-mail or delivery confirmation for any facsimile transmission or, if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. If hand delivered to the CITY, a copy must be stamped with the official CITY receipt stamp showing the date of delivery, otherwise the document shall not be considered to have been hand delivered. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below or in the introductory paragraph to this contract:

To CITY:
City Manager,
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 668-2510
Fax: (305) 663-6345
E-mail: salexander@southmiamifl.gov

With copies to:
City Attorney
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 667-2564
Fax: (305) 341-0584
E-mail: tpepe@southmiamifl.gov

12. Validity of Executed Copies: This Agreement may be executed in several counterparts, each of which may be construed as an original.

13. Attorneys' Fees and Costs: In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees. Nothing contained herein shall prevent or prohibit the right to be indemnified for any attorney fees incurred in the defense of an action by a person or entity who is not a party to this Agreement.

14. Indemnification: Notwithstanding anything contained in the contract between Contractor and **Miami-Dade County** to the contrary, the City does not waive its sovereign immunity granted by Florida Statutes, Section 768.28, and the City's tort liability shall be limited to the waiver of sovereign immunity provided for in Section 768.28.

15. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, and as the duly authorized act of the parties, the undersigned representatives of the parties hereto have caused this instrument to be signed in their respective names by their proper officials on or before the day and year first above written.

[Name of Contractor]

By: _____

Maximo Alvarez

(type name and title of signatory above)

ATTEST:

By: _____
Nkenga Payne, CMC
City Clerk

CITY OF SOUTH MIAMI

By: _____
Steven Alexander
City Manager

Read and Approved as to Form, Language, Legality and Execution Thereof.

By: _____
Thomas F. Pepe
City Attorney

Thomas F. Pepe – 04-03-19

OPIS Un-Branded Benchmark File 10:00am Prices Applicable to Fuel Delivered on: 9/30/2020

	From OPIS
[Gasoline] OPIS GROSS CBOB ETHANOL (10%) PRICE	
Regular (Unl):	$ 1.2781
Mid-grade (Mid):	$ 1.4441
Premium (Pre):	$ 1.7301
[Diesel Clear] OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICE:	$ 1.1700
[Diesel Dyed] OPIS GROSS ULTRA LOW SULFUR RED DYE PRICE:	$ 1.1749

NET 15 DAYS

	Transport (TT)					Tank Wagon (TW)					TW for MDFR
	Regular	Mid-grade	Premium	Diesel	Diesel Dyed	Regular	Mid-grade	Premium	Diesel	Diesel Dyed	Diesel
OPIS Prices:	$ 1.2781	N/A	N/A	$ 1.1700		$ 1.2781	N/A	N/A	$ 1.1700	$ 1.1749	$ 1.1700
Differential Price:	$ (0.04250)	N/A	N/A	$ (0.04000)	N/A	$ 0.11000	N/A	N/A	$ 0.11000	$ 0.11000	$ 0.11000
Miami-Dade Price per Gal:	$ 1.23560	N/A	N/A	$ 1.13000	N/A	$ 1.38810	N/A	N/A	$ 1.28000	$ 1.28490	$ 1.2800

NET 45 DAYS

	Transport (TT)					Tank Wagon (TW)					TW for PHCD
	Regular	Mid-grade	Premium	Diesel	Diesel Dyed	Regular	Mid-grade	Premium	Diesel	Diesel Dyed	Diesel Dyed
OPIS Prices:	$ 1.2781	$ 1.4441	$ 1.7301	$ 1.1700	$ 1.1749	$ 1.2781	$ 1.4441	$ 1.7301	$ 1.1700	$ 1.1749	$ 1.1749
Differential Price:	$ (0.04000)	$ (0.08000)	$ (0.21000)	$ (0.04000)	$0.00000	$ 0.10500	$ 0.10500	$ 0.10500	$ 0.11000	$ 0.11000	$ 0.11000
Miami-Dade Price per Gal:	$ 1.2381	$ 1.3641	$ 1.5201	$ 1.1300	$ 1.1749	$ 1.3831	$ 1.5491	$ 1.8351	$ 1.2800	$ 1.2849	$ 1.2849



Detail by Entity Name

Florida Profit Corporation
SUNSHINE GASOLINE DISTRIBUTORS, INC.

Filing Information

Document Number	M46712
FEI/EIN Number	59-2785839
Date Filed	02/17/1987
State	FL
Status	ACTIVE

Principal Address

1650 NW 87 AVENUE
DORAL, FL 33172

Changed: 03/26/2010

Mailing Address

1650 NW 87 AVENUE
DORAL, FL 33172

Changed: 03/26/2010

Registered Agent Name & Address

REUS, SANDRA M
1650 NW 87 AVENUE
DORAL, FL 33172

Name Changed: 03/26/2010

Address Changed: 03/19/2009

Officer/Director Detail

Name & Address

Title PRES

ALVAREZ, MAXIMO
1650 NW 87 AVENUE
DORAL, FL 33172

Title SEC

REUS, SANDRA

1650 NW 87 AVENUE
DORAL, FL 33172

Annual Reports

Report Year	Filed Date
2016	04/27/2016
2017	05/09/2017
2018	04/30/2018

Document Images

04/30/2018 -- ANNUAL REPORT	View image in PDF format
05/09/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
05/29/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
03/18/2013 -- ANNUAL REPORT	View image in PDF format
05/08/2012 -- ANNUAL REPORT	View image in PDF format
04/30/2011 -- ANNUAL REPORT	View image in PDF format
03/26/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
05/14/2008 -- ANNUAL REPORT	View image in PDF format
04/18/2007 -- ANNUAL REPORT	View image in PDF format
04/18/2006 -- ANNUAL REPORT	View image in PDF format
04/04/2005 -- ANNUAL REPORT	View image in PDF format
04/08/2004 -- ANNUAL REPORT	View image in PDF format
04/10/2003 -- ANNUAL REPORT	View image in PDF format
04/17/2002 -- ANNUAL REPORT	View image in PDF format
03/22/2001 -- ANNUAL REPORT	View image in PDF format
06/08/2000 -- ANNUAL REPORT	View image in PDF format
03/09/1999 -- ANNUAL REPORT	View image in PDF format
05/19/1998 -- ANNUAL REPORT	View image in PDF format
03/19/1997 -- ANNUAL REPORT	View image in PDF format
04/25/1996 -- ANNUAL REPORT	View image in PDF format
01/17/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M46712

Entity Name: SUNSHINE GASOLINE DISTRIBUTORS, INC.

Current Principal Place of Business:

1650 NW 87 AVENUE
DORAL, FL 33172

Current Mailing Address:

1650 NW 87 AVENUE
DORAL, FL 33172 US

FEI Number: 59-2785839

FILED
Apr 30, 2018
Secretary of State
CC3534304473

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

REUS, SANDRA M
1650 NW 87 AVENUE
DORAL, FL 33172 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRES	Title	SEC
Name	ALVAREZ, MAXIMO	Name	REUS, SANDRA
Address	1650 NW 87 AVENUE	Address	1650 NW 87 AVENUE
City-State-Zip:	DORAL FL 33172	City-State-Zip:	DORAL FL 33172

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MAXIMO ALVAREZ PRES 04/30/2018

Electronic Signature of Signing Officer/Director Detail — Date

Solicitation ITQ-676-A-19-21

Gasoline and Diesel, Transport and Tank Wagon

Solicitation Designation: Private

Miami-Dade County

Solicitation ITQ-676-A-19-21
Gasoline and Diesel, Transport and Tank Wagon

Solicitation Number	ITQ-**676-A-19-**21
Solicitation Title	Gasoline and Diesel, Transport and Tank Wagon
Expected Expenditure	**$0.00** (This price is expected - not guaranteed)
Solicitation Start Date	Jul 17, 2019 2:45:03 PM EDT
Solicitation End Date	Aug 23, 2019 6:00:00 PM EDT
Question & Answer End Date	Jul 26, 2019 8:30:00 PM EDT
Solicitation Contact	Jesus Lee 305-**375**-4264 fjl@miamidade.gov
Solicitation Contact	Vanessa Stroman Procurement Contracting Manager ISD - Procurement Management Services 305-**375**-4263 Vanessa.Stroman@miamidade.gov
Contract Duration	**See Bid Documents**
Contract Renewal	See Bid Documents
Prices Good for	**See Bid Documents**
Solicitation Comments	**Please refer to the solicitation document for Method of Award. All quantities listed in this solicitation are estimates only and are NOT guaranteed.**

Addendum # 1

New Documents	**ADDENDUM NO. 1, ITQ-676-A-19-21.pdf** **Exhibit A, Examples of Diesel and Gas invoices with BOLs.pdf** **Exhibit B, fuel delivery data report.xlsx**
Previous End Date	Aug 9, 2019 6:00:00 PM EDT
New End Date	Aug 16, 2019 6:00:00 PM EDT

Addendum # 2

New Documents	**ADDENDUM NO. 2, ITQ-676-A-19-21.pdf** **Exhibit C, Additional Examples of Diesel and Gas invoices with BOLs.pdf**

Addendum # 3

New Documents	**ADDENDUM NO. 1, ITQ-676-A-19-21.pdf** **ADDENDUM NO. 2, ITQ-676-A-19-21.pdf**

	ADDENDUM NO. 3, ITQ-676-A-19-21.pdf
Removed Documents	**ADDENDUM NO. 1, ITQ-676-A-19-21.pdf** **ADDENDUM NO. 2, ITQ-676-A-19-21.pdf**
Previous End Date	Aug 16, 2019 6:00:00 PM EDT
New End Date	Aug 23, 2019 6:00:00 PM EDT

Item Response Form

Item	**ITQ-676-A-19-21--01-01 -** Group A, Gasoline: Transport Truck Deliveries, Payment NET 45 **Regular**
Lot Description	Gasoline
Quantity	**5000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 5000

Description
Transport Truck Deliveries, Payment NET 45 Regular

Item	**ITQ-676-A-19-21--01-02 -** Group A, Gasoline: Transport Truck Deliveries, Payment NET 45 **Mid-Grade**
Lot Description	Gasoline
Quantity	**45000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 45000

Description
Transport Truck Deliveries, Payment NET 45 Mid-Grade

Item	**ITQ-676-A-19-21--01-03 -** Group A, Gasoline: Transport Truck Deliveries, Payment NET 45 **Premium**
Lot Description	Gasoline
Quantity	**17250 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 17250

Description
Transport Truck Deliveries, Payment NET 45 Premium

Item	**ITQ-676-A-19-21--01-04 -** Group A, Gasoline: Tank Wagon Deliveries, Payment NET 45 **Regular**
Lot Description	Gasoline
Quantity	**65000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 65000

Description
Tank Wagon Deliveries, Payment NET 45 Regular

Item	**ITQ-676-A-19-21--01-05 -** Group A, Gasoline: Tank Wagon Deliveries, Payment NET 45 Mid-**Grade**
Lot Description	Gasoline
Quantity	**135000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 135000

Description
Tank Wagon Deliveries, Payment NET 45 Mid-Grade

Item	**ITQ-676-A-19-21--01-06 -** Group A, Gasoline: Tank Wagon Deliveries, Payment NET 45 **Premium**
Lot Description	Gasoline
Quantity	**51750 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 51750

Description
Tank Wagon Deliveries, Payment NET 45 Premium

Item	**ITQ-676-A-19-21--01-07 -** Group A, Gasoline: Transport Truck Deliveries, Payment NET 15 **Regular**
Lot Description	Gasoline
Quantity	**7500000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 7500000

Description
Transport Truck Deliveries, Payment NET 15 Regular

Item	**ITQ-676-A-19-21--01-08 -** Group A, Gasoline: Tank Wagon Deliveries, Payment NET 15 **Regular**
Lot Description	Gasoline
Quantity	**200000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 200000

Description
Tank Wagon Truck Deliveries, Payment NET 15 Regular

Item	**ITQ-676-A-19-21--02-01 -** Group B, Diesel: Transport Truck Deliveries, ULSD No. 2 (Clear) **Payment NET 45**
Lot Description	Diesel
Quantity	**470000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 470000

Description
Transport Truck Deliveries, ULSD No. 2 (Clear) Payment Net 45

Item	**ITQ-676-A-19-21--02-02 -** Group B, Diesel: Transport Truck Deliveries, ULSD No. 2 (Red Dye) **Payment Net 45**
Lot Description	Diesel
Quantity	**1800000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 1800000

Description
Transport Truck Deliveries, ULSD No. 2 (Red Dye) Payment Net 45

Item	**ITQ-676-A-19-21--02-03 -** Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Clear) **Payment Net 45**
Lot Description	Diesel
Quantity	**86000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County**

No Location Specified

Qty 86000

Description
Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 45

Item	**ITQ-676-A-19-21--02-04 -** Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Red Dye) **Payment Net 45**
Lot Description	Diesel
Quantity	**219000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County**

No Location Specified

Qty 219000

Description
Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 45

Item	**ITQ-676-A-19-21--02-05 -** Group B, Diesel: Transport Truck Deliveries, ULSD No. 2 (Clear) **Payment Net 15**
Lot Description	Diesel
Quantity	**14820000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County**

No Location Specified

Qty 14820000

Description
Transport Truck Deliveries, ULSD No. 2 (Clear) Payment Net 15

Item	**ITQ-676-A-19-21--02-06 -** Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Clear) **Payment Net 15**
Lot Description	Diesel
Quantity	**40000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County**

No Location Specified

Qty 40000

Description
Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 15

Item	**ITQ-676-A-19-21--02-07 -** Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Red Dye) **Payment Net 15**
Lot Description	Diesel
Quantity	**1000 gallon**

Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified
	Qty 1000

Description
Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 15

Item	**ITQ-676-A-19-21--03-01 -** Group C, Diesel Clear for MDFR: Tank Wagon Deliveries, ULSD No. **2 (Clear) Payment Net 15**
Lot Description	**Diesel, Clear for Miami-**Dade Fire Rescue Stations
Quantity	**580000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified
	Qty 580000

Description
Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 15

Item	**ITQ-676-A-19-21--04-01 -** Group D, Red Diesel Dyed): Tank Wagon Deliveries, ULSD No. 2 **(Red Dye) Payment Net 45**
Lot Description	**Red Dyed Diesel for Miami-**Dade Public Housing and Community Development (PHCD).
Quantity	**20000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified
	Qty 20000

Description
Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 45

BID NO.: ITQ-676-A-19-21
Gasoline and Diesel, Transport and Tank Wagon
Aug 23, 2019

MIAMI-DADE COUNTY, FLORIDA

I N V I T A T I O N
T O B I D

TITLE:
Gasoline and Diesel, Transport and Tank Wagon

FOR INFORMATION CONTACT:
Jesus Lee, 305-375-4264, fjl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- **READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**

- **THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ALL BIDDERS/PROPOSERS RESPONDING TO THIS SOLICITATION.**

- **FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.**

SECTION 1

GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County, Strategic Procurement Division's webpage by clicking on the below link:

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r18-2.pdf

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NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning the scope of services/technical specifications please, utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit their bid/proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the closing time, or the system will stop the process and the submission will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of Bidder's/Proposer's bid/proposal can be submitted via **HARDCOPY, EMAIL, or FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid/proposal must be submitted in accordance with all specifications contained in the solicitation electronically.

MIAMI-DADE COUNTY **QUOTE NO.: ITQ-676-19-21**

Gasoline and Diesel, Transport and Tank Wagon

In accordance with the terms and conditions of RTQ-00676, Gasoline and Diesel, pre-qualification Pool (Pool), Miami-Dade County (County) is hereby soliciting price quotes for transport and tank wagon deliveries of bulk gasoline and diesel fuels. By submitting, signing, and uploading a price in response to this Invitation to Quote (ITQ), the pre-qualified Bidder agrees to the terms and conditions of RTQ-000676, Gasoline and Diesel Pre-Qualification Pool, and to the addition and changes to such terms and conditions provided herein. The terms and conditions of pool number RTQ-00676 are available via the link below.
https://www.miamidade.gov/DPMww/ProcurementNAS/pdf_files/RTQ00676/Packet_for_Solicitation_RTQ-00676,_w_Add_1..pdf

PURPOSE:

The purpose of this ITQ is to secure price quotes for delivery of un-branded fuel as specified herein for a two (2) year period. Delivery is required starting **November 1, 2019 through October 31, 2021**.

METHOD OF AWARD: BY GROUP

Award for Groups A, B, and C will be made in the aggregate, and Group D will be awarded separately, to the lowest priced responsive, responsible Bidder who meets or exceeds the minimum requirements below and submits a price for all items within these Groups. If a Bidder fails to submit a price for all items, its offer may be rejected. A zero ($0) or negative (-$) dollar value submitted by a Bidder will be accepted as a price.

This ITQ includes four groups: Group A for gasoline, Group B for diesel, Group C diesel for Miami-Dade Fire Rescue stations on a Weekly Top-Off schedule, and Group D diesel (dyed) for the Miami Dade Public Housing and Community Development (PHCD). No County measures or local preferences will be applied to the price evaluation of Group D due to the use of federal funding by PHCD.

MINIMUM REQUIREMENTS FOR THIS ITQ

1. Access to fuel at two ports.

   The apparent low Bidder shall be able to obtain (lift) fuel from at least two Florida ports, other than Port Everglades, with either Tampa or Orlando (to fulfill one port) and Cape Canaveral, Jacksonville or any state of Georgia ports that regularly offers fuel as needed herein (to fulfill the second port).

   Bidders shall upload to BidSync documentation from any terminal operator, or a company who has a contract with a terminal operator at these ports, to the satisfaction of the County. The documentation shall be from each port or a terminal operator in these port(s) in the Bidder's name, or Bidder's supplier's name. Once awarded, the Awarded Bidder shall maintain such access to these or other ports, as may be approved by the County, during the term of this contract.

2. Agreement with a Terminal Operator for fuel.

   Bidder shall have and upload to BidSync an agreement or agreements with at least one Terminal Operator at Port Everglades, or with distributor(s) that have agreements with Terminal Operators at Port Everglades for the purchase of the applicable fuel.

   All Bidders shall provide and upload to BidSync documentation that such agreements provides sufficient amounts of fuel (at the sole discretion of the County) to the Awarded Bidder to supply the County's estimated needs in Section 2, Paragraph 11 herein.

   NOTE: The County reserves the right to request additional documentation and information during evaluation.

3. Common Carrier / Subcontractor

   Bidder shall submit a list of all common carrier(s) / subcontractor(s) Bidder intends to use during the term of this ITQ.

PRICING TERMS:

A. Price

Submit a "Differential Per Gallon" price for **Net 45 Day** payment, in accordance with Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in item "C" below. Pricing shall be submitted via BidSync in the

Item Response Form, as a fixed price and shall include all supplies and any and all expenses for the bidders to provide these services under the Contract.

B. Early Payment Discount Price

The Early Payment Discount Price is as follows:
Submit a "Differential Per Gallon" price for **Net 15 Day** payment, in accordance with Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in subparagraph "C" below. Pricing shall be submitted via BidSync in the Item Response Form, as a fixed price and shall include all supplies and any and all expenses for the bidders to provide these services under the Contract.

C. Emergency Fuel Delivery

In accordance with Scope of Services, Section 2, Paragraph 7 herein, entitled Emergency Contingency Plan, the cost for fuel delivered from ports or terminals other than Port Everglades will be reimbursed by the County at the actual market freight rate with no mark-up by the Contractor. The awarded Bidder shall provide documentation of their additional freight cost as a condition of reimbursement. The fuel delivery rate shall be capped at $900.00 per delivery. However, should the need arise, the Awarded Bidder can request approval of a higher rate for a delivery by obtaining prior authorization from the County.

MIAMI-DADE COUNTY **QUOTE NO.: ITQ-676-19-21**

Gasoline and Diesel, Transport and Tank Wagon

SECTION 1
SPECIAL TERMS AND CONDITIONS

1. Bidder shall insert unit price as required opposite each line item in BidSync's Item Response Form.
2. The referenced pool (RTQ-00676), this ITQ and any addenda, and/or properly executed modifications, the purchase order (if issued), and change orders (if applicable), constitute the entire contract.
3. All products specified herein shall be fully guaranteed by the awarded Bidder. The awarded Bidder at no cost to the County will correct any product defects and repair any damages facility, equipment or vehicles, which may occur as the result of faulty products such as, but not limited to, fuel contamination. The County does not waive the implied warranties granted under the Uniform Commercial Code or other standards as applicable.
4. All products shall be new and unused.
5. The County may, at its sole option, extend the terms of this ITQ for up to **One Hundred, Twenty (120) calendar days** where the County determines it is in its best interest.
6. Rejected goods remain the property of the Bidder and all risk of loss remains with the Bidder. Bidder must remove all rejected goods from County property within the time frame established by the County.
7. The Internal Services Department Director, or designee, may issue an award under this solicitation. The awarded Bidder shall honor no request for performance until the Director, or designee, has made an award.
8. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, shall be included in the awarded Bidder's price, as the County will not reimburse them separately.
9. All prices shall be quoted F.O.B. destination. Freight (i.e., transport costs) may only be paid by the County pursuant to the "Pricing" section, Paragraph C "Emergency Fuel Delivery" herein. All fuel shall remain property of the Contractor until accepted and signed for by an authorized County representative.
10. The County is exempt from certain taxes and fees (Federal, State, and Local) except applicable taxes and fees listed below, subject to legislative or administrative change as applicable. Please note this list of taxes and fees below is provided as a reference tool only. It is the awarded vendor's responsibility to collect the appropriate taxes and seek all available reimbursements. If the awarded vendor seeks to collect a tax not listed it shall provide the County with justification for such tax. Awarded vendors must register with the Internal Revenue Service as "Ultimate Vendor" on IRS Form 637 (or other appropriate form, if applicable) to apply for federal Excise Tax reimbursement. Upon request, the County will issue awarded vendors a signed Model Certificate P, CERTIFICATE OF STATE USE, and the County's State of Florida, CONSUMER'S CERTIFICATE OF EXEMPTION. It is the awarded vendor's responsibility to request and obtain all required certificate(s) from the County.

    Purchase of fuel for County use or other tax exempt entity's use:

Taxes/Fees	County Exemption
Federal	Exempt from Excise Tax Only
State	Not Exempt
Local	Not Exempt

    Purchase of fuel for resell to private consumers:

Taxes/Fees	County Exemption
Federal	Not Exempt
State	Not Exempt
Local	Not Exempt

11. The "Differential Per Gallon" shall be fixed and firm for the term of the contract and any extension periods, unless modified by mutual agreement via an executed Supplemental Agreement.

MIAMI-DADE COUNTY **QUOTE NO.: ITQ-676-19-21**

Gasoline and Diesel, Transport and Tank Wagon

12. The awarded Bidder shall provide first and exclusive priority of its supply of fuel to the County, no matter the source of its fuel during the entire term of this contract including any supply interruptions or shortages.

13. The Awarded Bidder shall endeavor to meet the County's needs at all time, especially during supply interruptions or shortages, by proactively sourcing fuel from any available industry wide source.

14. The following insurance coverage supersedes the insurance coverage in RTQ-00676 and in General Terms and Conditions on page two of this ITQ.

    1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

    2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

    3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than *****$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage – Endorsement CA 9948 (or equivalent).

    ***<u>Under no Circumstances</u> are these contractors permitted on the Airside Operations Area (A.O.A.) side without increasing automotive coverage to $5,000,000.**

15. Special Invoicing Requirements - The Awarded Bidder shall submit an invoice to the County's applicable user department after fuel has been delivered to the site by the Awarded Bidder. Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery of the items. Invoices may be e-mailed pursuant to each user department's needs. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. The invoices shall 1) clearly reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted; 2) pricing information to include unit price and extended total price of fuel provided and all applicable fees, taxes, and discounts; 3) description of all goods and services provided; 4) delivery information to include delivery terms set forth within the Miami-Dade County Release Purchase Order and location and date of delivery of goods and services provided.

16. Invoices and associated back-up documentation shall be submitted electronically by the Awarded Bidder to the applicable County departments as follows:

MIAMI-DADE COUNTY

QUOTE NO.: ITQ-676-19-21
Gasoline and Diesel, Transport and Tank Wagon

Aviation Omar Jameison 4331 NW 22 Street Miami, FL 33122 305-876-8498 OJameison@miami-airport.com	**Corrections** Mohammad Haq 2525 NW 62nd Street Miami, FL 33147 786-263-5914 haque@miamidade.gov	**Fire Rescue** Marianela Betancourt 9300 NW 41 Street Doral, FL 33178 786-331-4241 mbetan@miamidade.gov	**Internal Services/Fleet Mgt.** **Fuel Help Desk (305) 375-5186** Jackie Dashtaki (305) 375-3479 or Marsha Wilchcombe (305) 375-2304 111 NW 1st Street. Suite 1050 Miami, FL 33128 ISD-FMFC@miamidade.gov
Housing Csonka Ferguson 701 NW 1ST Ct. Floor 16 Miami, FL 33136-3914 786-469-4195 MDHA-AP@miamidade.gov	**Park and Recreation** Jorge Rodriguez 275 NW 2nd Street Miami, FL 33128 305-755-7909 jyr@miamidade.gov	**Police Department** De'Chan Demeritte 9105 NW 25 St Miami, FL 33172 305-471-2520 dademeritte@mdpd.com	**Seaport** Leticia Smith 1015 N. America Way Second Floor Miami, FL 33132 305-347-5506 lcsmith@miamidade.gov
Transit / Public Works Finance Dept. Shared Services Payable Unit 111 N.W. 1st Street 26th Floor Miami, FL 33128	**Water and Sewer** Mercy Ramirez or Patrice Sykes 3071 SW 38th Avenue Miami, FL 33146 (786) 552-8175 merc@miamidade.gov psyke@miamidade.gov	**Department of Solid Waste Management** Marie Brutus 2525 NW 62nd Street, 5th Floor Miami, FL 33147 305 514-6727 payables@miamidade.gov	

The County may at any time designate a different address and/or contact person by giving written notice to the awarded Bidder.

17. Miami-Dade Public Housing and Community Development (PHCD) - Exemption To Certain Clauses Due To The Use Of Federal Funds.

    The Miami Dade Public Housing and Community Development (PHCD) will access the resultant contract of this ITQ. As a federally-funded agency, certain clauses within this ITQ do not apply to PCHD, including: Local Preferences, Small Business Contract Measures, County User Access Program-UAP, Local Certified Service - Disabled Veteran's Business Preference.

    The following clauses do apply to PCHD. The forms mentioned below are attached to the e-mail containing this solicitation.

    a) HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)
    This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

    b) Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)
    Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 2 CFR Part 200, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

    c) General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)
    This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

18. Miami-Dade Aviation Department - SPECIAL PROVISIONS

A). Compliance with Nondiscrimination Requirements
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

   - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
   - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
   - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been
     acquired because of Federal or Federal-aid programs and projects);
   - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits
     discrimination on the basis of disability); and 49 CFR part 27;
   - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
   - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
   - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
   - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
   - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
   - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
   - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
   - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

C) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. Security Requirements - Immediately upon award notification, the successful Bidder(s) will be given the contact information for each County department listed below to coordinate and satisfy their specific security requirements. This list is not all encompassing and is subject to change. Security requirements may include, but not limited to, completing various security forms and obtaining identification badges for Bidder's employees entering department facilities. It is the Bidder's responsibility to obtain final security approval from each department before the effective date of the term of this ITQ.

    Departments

Miami-Dade Police
Miami-Dade Transit
Miami-Dade Water and Sewer

20. CONTRACTOR LIABILITY

    The awarded Bidder shall be solely responsible for all damage to property, including but not limited to all fuel station facilities, vehicles and equipment of Miami-Dade County or any municipality or agency occurring as a result of or in connection with the furnishing and delivering of fuel product(s) and services hereunder on account of any neglect, fault, or default of the awarded Bidder, it's suppliers or its subcontractors. The awarded Bidder shall upon demand promptly reimburse Miami-Dade County for any payments made by the County on account thereof.

MIAMI-DADE COUNTY **QUOTE NO.: ITQ-676-19-21**

Gasoline and Diesel, Transport and Tank Wagon

SECTION 2
SCOPE OF SERVICES

1. Background

Miami-Dade County consumes approximately 25 million gallons of various gasoline and diesel fuels each year (see Section 2, Paragraph 11) for its fleet of vehicles, generators, and other equipment. Fuel is stored and distributed at numerous above and below storage tanks at facilities located throughout Miami-Dade County as listed in Attachment A, which is subject to changes due to additions and deletions of locations or tanks during the term of this ITQ. Attachment A is an Excel spreadsheet. The intent of this ITQ is to obtain fuel to meet the County's fuel requirements under normal conditions, and continue to obtain fuel on a first priority basis during emergency conditions that may disrupt the availability of fuel in the general area.

The County is seeking to contract with one Bidder per group that shall have a contract with a fuel distributor(s) or a terminal operator(s), for the supply and delivery of fuels to the County.

2. Standards

All fuels shall conform to the latest standards pursuant to the Florida State Department of Agriculture and Consumer Services Division. For fuel with no current standards under the Florida State Department of Agriculture and Consumer Services, the fuel type shall meet all ASTM International standards.

The awarded Bidder shall comply with product and transportation requirements, regulatory mandates, and environmental standards established by the Florida Department of Transportation (FDOT) and the U.S. Environmental Protection Agency (EPA).

3. Fuel Types and Grades Required

The types of fuel that the County anticipates purchasing are listed below. However, the County reserves the right, at its sole discretion, to change this list by either adding or deleting fuel types as may become necessary for the County's needs. When a class, type, or category of fuel is needed, the County may request a price quote and provide the specifications for the fuel to the awarded Bidder no less than fifteen (15) days in advance of the first request for such fuel. The County may purchase new fuel types from the awarded Bidder or from other source.

The types of fuel identified for this ITQ are:
a) E10 Gasoline, Regular (to test no less than 87 Octane).
b) E10 Gasoline, Mid-Grade (to test no less than 89 Octane).
c) E10 Gasoline, Premium (to test no less than 91 Octane).
d) Diesel Fuel No. 2, Red-Dyed
e) Diesel Fuel No. 2, Clear

4. Differential

Firm and Fixed Service Adder (Differential): This charge shall be defined as consisting of all charges necessary for the awarded Bidder to fully complete and invoice the business transaction inclusive of delivery, profit, and any other fees, except for the Fuel Tax Rates as detailed in Section 1, Paragraph 10.

The County shall pay the awarded Bidder: 1) the price Differential offered; 2) the applicable taxes/fees (per Section 1, Paragraph 10); and 3) the daily fuel price based on the Oil Price Information Service (OPIS) Un-branded (UBD) Contract Rack Average (10:00 am) Report (as illustrated below) for the day of delivery for the appropriate fuel type and category for Miami, Florida. The County will also pay for the emergency fuel delivery fees in accordance with the "Emergency Fuel Delivery" paragraph in the "Pricing" section. The User Access Program (UAP) and the Inspector General (IG) fees will be deducted by the County. Awarded Bidder's invoices shall conform to County requirements. See Sample Invoice at the end of this ITQ.

The following is an illustrative example (subject to change) of the OPIS report for Automotive and Marine (Rec90) Gasoline and Diesel (Clear and Dyed).

Marine Gasoline

MIAMI, FL 20XX-03-11 10:00:04 EDT

OPIS CONTRACT BENCHMARK FILE

****OPIS GROSS CLEAR PRICES**** 9.0 RVP

	Unl	Mid	Pre
UBD RACK AVG	- --	-- --	2X.XX

Gasoline

MIAMI, FL 20XX-03-11 10:00:49 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL (10%) PRICES 9.0 RVP

	Unl	Mid	Pre
UBD RACK AVG	2XX.XX	2XX.XX	2XX.XX

Clear Diesel

MIAMI, FL 20XX-03-11 10:00:49 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	No.2	No.1	Pre
UBD RACK AVG	2XX.XX	-- --	-- --

Dyed Diesel

MIAMI, FL 20XX-03-11 10:00:49 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	No.2	No.1	Pre
UBD RACK AVG	2XX.XX	-- --	-- --

The awarded Bidder shall provide the County written notice of any changes within a reasonable time of all available Federal or State credits and discounts for all fuel types being purchased herein. The awarded Bidder shall apply all applicable credits and discounts to the price charged to the County, and identify and reflect the discount on the applicable invoices.

5. Fuel Delivery Services

A. The awarded Bidder shall have, or be able to contract with a company that has a fleet of fuel trucks capable of accessing (lifting) fuel from Florida and/or Georgia ports and deliver such fuel to numerous County facilities listed on Attachment A. The awarded Bidder may use its own resources or use subcontractors to provide the fuel deliveries.

B. The awarded Bidder shall make deliveries within twenty-four (24) hours of receipt of a County order or as directed by the County. All deliveries shall be made in accordance with good commercial practice, and within the specified operating hours of the applicable facilities, including fuel deliveries on Saturday and Sunday. In cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder, the Awarded Bidder shall notify the County's authorized representative (at the applicable facility) of the delays, in advance of the

delivery time, so that a revised delivery schedule can be arranged with the County's authorized representative at the applicable facility.

C. The awarded Bidder shall provide reliable fuel delivery by using transport truck (fuel amounts in excess of 7,500 gallons) and tank wagon (fuel amounts of 7,500 gallons or less) deliveries. The County anticipates that the majority of its fuel orders will be delivered using transport truck deliveries. All tank wagon trucks shall be outfitted with the appropriate meters and measuring equipment for fuel delivery. Transport truck deliveries shall be accompanied by the Bill of Lading from the fuel terminal.

D. All fuels loaded for deliveries shall be temperature adjusted to 60^{o} F or in accordance with the latest edition of the ASTM International applicable standards for Petroleum Measurement Tables. The awarded Bidder shall have established policies and procedures ensuring fuel is the correct type and free of contaminants. The awarded Bidder shall invoice based on the net gallons of fuel delivered after temperature compensation. The County reserves the right to reconcile any deviation of fuel delivered by using the County's electronic tank gauging system (e.g., Veeder Root).

E. All fuel shall be quoted and delivered F.O.B. destination to the locations listed in Attachment A. The County reserves the right to add or delete locations and tanks listed in Attachment A at any time during the contract term. All quantities listed are estimates and are not guaranteed. Awarded Bidder shall hold title to the goods until such time as they are delivered. Fuel price shall include all costs of transporting, delivery, and unloading to the locations listed in Attachment A, except for Emergency Fuel Delivery as described in the Pricing Section. Awarded Bidder(s) shall secure the authorized County representative's acceptance signature for fuel deliveries on delivery ticket(s). A copy of the signed delivery ticket(s) shall be submitted with the corresponding invoice.

F. The awarded Bidder may be required to deliver a split load of transport truck delivery to two County facilities, at no additional cost to the County.

G. The awarded Bidder shall deliver fuel to Miami-Dade Fire Rescue (MDFR) stations in accordance with the attached MDFR Weekly Top-Off Schedule. Address and capacity information are listed in Attachment A.

6. Truck Certification

Fuel delivery shall be in trucks equipped with a sealed State of Florida approved and inspected meter or that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated, and certified compartment tank volume markers for the petroleum product being delivered.

7. Emergency Contingency Plan

The awarded Bidder shall, at all times, have an Emergency Contingency Plan that guarantees the County a continuous supply of fuel before, during, and after an emergency, as determined solely by the County. During emergencies the County has historically experienced an increase in its normal fuel purchases of about 40%-60% for a sustained period of time depending on the nature of the emergency. The awarded Bidder shall provide the fuel at existing contract prices. If the need arises, the County will reimburse the awarded Bidder for fuel delivered from ports or terminals other than Port Everglades, with prior written approval from the County, per the Pricing section herein. At the sole discretion of the County, the County may reimburse awarded Bidders higher prices during emergencies with advance notice and proper documentation.

8. Fuel Spills

A. The awarded Bidder shall be fully responsible for any and all actions of their employees or subcontractor's employees, including those that require abatement or clean up as result of an "improper" delivery. The awarded Bidder shall have and shall maintain those types and quantities of materials necessary to contain a fuel spill.

B. The awarded Bidder shall promptly and thoroughly cleanup all fuel spills, pursuant to federal, state, and local regulations and shall pay for any environmental remediation and any agency fines or fees that result from the fuel spill.

C. Discovery or occurrence of a fuel spill, overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any indication of chemical release shall be immediately reported by the awarded Bidder to the County. When the event is directly or indirectly the result of the awarded Bidder actions, the awarded Bidder shall also effect containment and initiate cleanup immediately.

9. Compliance with the Florida Occupational Safety and Health Act

The awarded Bidder shall comply with all requirements of Chapter 442 of the Florida Statutes regarding Material Safety Data Sheets (MSDS).

10. Reporting Requirements

The awarded Bidder shall complete and submit to the County the attached Fuel Delivery Report on a monthly basis, no later than the 15th day of the following month fuel was delivered to the County. The awarded Bidder shall not change the report format in any way. The County reserves the right to change the report.

The awarded Bidder's completed Fuel Delivery Report shall be submitted via email to: Jesus Lee, Internal Services Department (FJL@miamidade.gov); Susannah Troner, Office of Sustainability (trones@miamidade.gov); and Manuel (Rick) Garcia, Division of Environmental Resources Management (GarciMa@miamidade.gov), or as may be updated.

11. Consumption Data – Twelve (12) Month Period

The following table is for informational purposes only and is not a guarantee of future purchases. It is merely an illustration of the number of gallons of gasoline and diesel delivered to the County during the referenced months. Diesel includes clear and dyed, and gasoline includes all octane grades. This data does not include the consumption of other cities and agencies.

Gasoline: all grades

Jun-18	541,531
Jul-18	638,075
Aug-18	698,385
Sep-18	614,776
Oct-18	691,789
Nov-18	630,998
Dec-18	602,071
Jan-19	641,431
Feb-19	595,926
Mar-19	654,903
Apr-19	683,410
May-19	737,635

Diesel: clear and dyed

Jun-18	1,423,977
Jul-18	1,242,493
Aug-18	1,293,398
Sep-18	1,346,428
Oct-18	1,186.,787
Nov-18	1,000,690
Dec-18	973,688
Jan-19	972,514
Feb-19	914,400
Mar-19	946,745
Apr-19	1,009,198
May-19	1,161,508

MIAMI-DADE COUNTY **QUOTE NO.: ITQ-676-19-21**

Gasoline and Diesel, Transport and Tank Wagon

12. Cities and Agencies

Cities and agencies accessing this contract may include, but not limited to those listed below. The County makes no guaranty whether or not any City or agency may access this contract.

City of Miami	Miami Shores Village
City of Miami Beach	City of Miami Springs
City of North Miami	City of South Miami
Village of Biscayne Park	City of Sunny Isles
Barry University	Jackson Hospital
City of Homestead	

MIAMI-DADE COUNTY

QUOTE NO.: ITQ-676-19-21

Gasoline and Diesel, Transport and Tank Wagon

SAMPLE INVOICE

				INVOICE #:		
				INVOICE DATE:		
SHIP TO:				REMIT TO:		
				VENDOR FEIN:		
BILL TO:						
				ACCOUNT #		
				Order #		
				PO #		
DIESEL/GASOLINE			UNIT	UNIT COST		
OPIS DAILY PRICING				$2.00		
SERVICE ADDER (PER GALLON)				0.3554		
TOTAL PRICE PER GALLON				$2.3554		
NET GALLONS SUPPLIED				7000		
					TOTAL FUEL COST (Total Price per Gallon x Net Gallons Supplied)	$16,487.80
TAXES & FEES						
MIAMI-DADE USER ACCESS FEE	(2% of Total Fuel Cost)				$329.76	
MIAMI-DADE INSPECTOR GENERAL FEE	(.25% of Total Fuel Cost)				$41.22	
					Total UAP & IG Fees:	$370.98
MIAMI-DADE CO GAS TAX				0.160000	$1,120.00	
FED EXC LUST GOVT TA				0.001000	$7.00	
FL INSPECTION FEE				0.001250	$8.75	
FL MTR FUEL TAX				0.149000	$1,043.00	
FL POLLUTION TAX				0.020714	$145.00	
FED ENV REC FEE					$8.31	
					TOTAL TAXES	$2,332.06
					INVOICE TOTAL	$19,190.84
					Total Remitted to Vendor	$18,819.86

MDFR Weekly Top-Off Schedule

Monday	Location	**Tuesday**	Location	**Wednesday**	Location
Fire Station #6	Homestead	Fire Station #44	Miami NW	Fire Station #20	Miami NE
Fire Station #60	Homestead	Fire Station HQ	Miami NW	Seaport Fire Station	Miami N Amer
Fire Station #70	Homestead	Fire Station #46	Miami NW		
Fire Station #16	Homestead				
Fire Station #9	Kendall				
Fire Station #36	Miami-Hammocks				

Thursday	Location	**Friday**	Location	**Saturday**	Location
Fire Station #8	Miami-Aventura	Fire Station #4	Miami SW	Fire Station #19	Miami NW
Fire Station #11	Miami NW	Fire Station #43	Miami SW	Fire Station #2	Miami NW
Fire Station #7	Miami NW	Fire Station #23	Miami SW		
Fire Station #21	Miami- Collins	Fire Station #37	Miami SW		

Division	Address Line 1 LOCATION NAME	Address Line 2	City	State	Tank Info	Contact Name	Phone	Delivery Hours
MIAMI DADE AIRPORT	HOMESTEAD GENERAL AIRPORT	28700 SW 217 AVE	HOMESTEAD	FL	1*2K DIESEL AST/ 1*2K UNLEADED AST	JOHN LIOTTI	305-869-1712 OR 305-720-4462	M-F 8AM-NOON
	KENDALL-TAMIAMI EXECUTIVE AIRP	12800 S W 145 AVE	MIAMI	FL	1*2K DIESEL AST/ 1*2K UNLEADED AST	JOHN LIOTTI	305-869-1712 OR 305-720-4462	M-F 8AM-NOON
	MIAMI INTERNATIONAL AIRPORT	4331 NW 22ND STREET BLDG 3030	MIAMI	FL	87 UNL W/10%ETH 2K AST/ ULSD CLEAR 2K AST/ ULSD DYED 2K AST	DANIEL NODARSE	305-876-7186 OR 786-876-7343	M-F 7AM-2PM
	MIAMI INTL AIRPORT -EMERG GEN	4331 NW 22ND STREET BLDG 3030	MIAMI	FL	87 UNL W/10%ETH 2K AST/ ULSD CLEAR 2K AST/ ULSD DYED 2K AST	ARIEL RODRIGUEZ	305-876-0639 OR 786-424-0301	M-F 7AM-8AM
	OPALOCKA EXECUTIVE AIRPORT	14410 NW 44 AVENUE	OPALOCKA	FL	ULSD CLEAR 5200G AST/ 1# 10 K UNLEADED AST	YSNARD GARCIA	305-869-1644 OR 305-788-1618	M-F 7AM-1PM
	Dade-Collier Training & Transition Airport (TNT)	54757 EAST TAMIAMI TRAIL, OCHOPPI, FL 34141	Miami	FL	3K Diesel / 3K Regular Unleaded AST	NELSON MEJIAS	305-869-1662 OR 305-794-8984	M-F 8A-3P
	same as above	same as above			same as above	same as above	305-794-8984	M-F 8A-3P
MIAMI DADE CORRECTIONS	TGKCC	7000 NW 41ST STREET 33166	MIAMI	FL	ULSD Red Dye: 3 Total: 5K AST, 6K AST & 1K AST	EMILIO J PALMA	305-586-0255	M-F 8A-2P
	TTC-BC JAILS	6950 NW 41ST STREET 33166	MIAMI	FL	ULSD Red Dye: 2 Total: 1,000 AST at each location BC & TTC	EMILIO J PALMA	305-586-0255	M-F 8A-2P
	PTDC MAIN JAIL	1321 NW 13TH STREET MIAMI 33125	MIAMI	FL	ULSD Red Dye: 2 Total: 6K UST & 1K AST	EMILIO J PALMA	305-586-0255	M-F 8A-2P
	WDC JAIL	1401 NW 7TH AVENUE MIAMI 33136	MIAMI	FL	ULSD Red Dye: 1 each: 2,000 AST	EMILIO J PALMA	305-586-0255	M-F 8A-2P
	NDDC JAIL	15801 STATE ROAD 9 MIAMI 33169	MIAMI	FL	ULSD Red Dye: 1 each: 5,000 AST	EMILIO J PALMA	305-586-0255	M-F 8A-2P
MIAMI DADE FIRE & RESCUE	FIRE STATION # 6	15890 SW 288TH ST	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION # 63	1655 NE 205TH Street	MIAMI	FL	[illegible] 100KW emergency generator. The fuel tank capacity is 250 gallons. The generator fuel is low sulfur / Clean engine fuel. The manufacture recommends filling the tank to 80 % of capacity. This tank is not an Above Ground Storage tank	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION # 7	9350 NW 22ND AVE	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION # 8	AVENTURA BLVD. 2900 NE 199th Street	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #11	18705 NW 27TH AVE	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #16	225 NW 4TH AVE	HOMESTEAD	FL	ULSD CLEAR 2K AST/ 500 GALLON GASOLINE	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #19	650 N.W. 131st STREET	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3101	M-F 8A-4P
	FIRE STATION #2	6460 NW 27 AVE	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICE	786-336-3100	M-F 8A-4P
	FIRE STATION #20	13000 NE 16TH AVE.	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICE	786-336-3101	M-F 8A-4P
	FIRE STATION #21	10500 COLLINS AVE	MIAMI	FL	2K AST USD CLEAR	SUPPORT OFFICER	786-336-3099	M-F 8A-4P
	FIRE STATION #23	7825 SW 104TH STREET	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #29	351 SW 107TH AVE.	MIAMI	FL	ULSD CLEAR 2K AST/ 500 GALLON GASOLINE	SUPPORT OFFICER	786-336-3099	M-F 8A-4P
	FIRE STATION #36	10001 HAMMOCKS BLVD	MIAMI	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #37	4200 SW 142ND AVE	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #4	9201 SE 142ND STREET	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #43	13390 SE 152TH ST	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #46	10200 NW 116TH WAY	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3101	M-F 8A-4P
	FIRE STATION #60	17605 SW 248TH STREET	HOMESTEAD	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #70	11451 SW 248TH STREET	HOMESTEAD	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION #9	7777 SW 117 AVE	HIALEAH	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION HQ	9300 NW 41ST	MIAMI	FL	ULSD DYED (3) 12K AST / 3K Gasoline	Alberto Aleman	786-331-4516	M-F 8A-4P
	MIAMI DADE COUNTY F&R HAZMAT	8010 NW 60 ST	MIAMI	FL	ULSD CLEAR 1K AST/ ULSD DYED 1K AST	LT. Carlos Tamayo	786-336-6942	Mon & Tue only
	SEAPORT FIRE STATION	901 S AMERICAN WAY	MIAMI	FL	ULSD CLEAR 1K AST	Chief Andres Alvares	786-336-6583	Call day before for access
	STATION #44	7700 NW 186TH ST	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	Logistics	6000 SW 87th AVE	MIAMI	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE SHOP NORTH	8141 NW 80 Street	8141 NW 80 Street	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
MIAMI DADE FLEET	DOWN TOWN MOTOR POOL	201 NW 1ST STREET	MIAMI	FL	2-20K UST GAS	ASSIGNED SHOP SUPERVISOR	305-375-4053	M-F 7AM-2PM
	AMELIA EARHART PARK	200 W 74TH PLACE	OPA LOCKA	FL	1-12K UST GAS/ 1-12K UST ULSD	MANNY CARDENAS	305-558-2016	M-F 7AM-2PM
	CRANDON PARK	6747 CRANDON BLVD	MIAMI	FL	1-12K UST GAS/ 1-12K UST ULSD	MARK RICHARD	305-361-5421	M-F 7AM-2PM
	LARRY & PENNY PARK	12451 SW 184TH STREET	MIAMI	FL	1-12K UST GAS/ 1-12K UST ULSD	DENNIS BLATOCK	786-488-1236	M-F 7AM-2PM
	MIAMI INTERNATIONAL AIRPORT	4300 NW 20TH ST, BLDG 3042	MIAMI	FL	2-10K AST GAS/10K - AST ULSD	YOAMEL ZEQUEIRA	305-876-7186	M-F 7AM-2PM
	NORTHDADE LANDFILL	21300 NW 47TH AVE	MIAMI	FL	7500 ASTGAS/ 7500 AST ULSD	ASSIGNED SHOP SUPERVISOR	305-627-7180	M-F 7AM-2PM
	NORTHDADE LANDFILL BULK	21300 NW 47TH AVE	MIAMI	FL	3-12K AST GAS/2-20K AST ULSD	TODD YOUNG	786-258-6778	AS NEEDED
	POLICE HQTS SHOP	9109 NW 25TH STREET	MIAMI	FL	3-15K UST GAS	ASSIGNED SHOP SUPERVISOR	305-471-2930	M-F 7AM-2PM
	PUBLIC WORKS T & T	7100 NW 36TH STREET	MIAMI	FL	12K UST GAS/ 12K UST ULSD	JAMES JACKSON	305-755-9018 OR 305-592-3580	M-F 7AM-2PM
	SEAPORT	1580 N CRUISE BLVD	MIAMI	FL	9K AST GAS/3K AST ULSD	David Phillip or Ronald Fox	305-347-4871 OR 305-347-4948	M-F 7AM-2PM

	SHOP 1	703 NW 25TH STREET	MIAMI	FL	3 - 12K UST GAS/1-12K UST ULSD	ASSIGNED SHOP SUPERVISOR	305-638-6071	M-F 7AM-2PM
	SHOP 2	6100 SW 87TH AVE	MIAMI	FL	2-15k UST GAS/ 1-15 K UST ULSD	ASSIGNED SHOP SUPERVISOR	305-273-4127	M-F 7AM-2PM
	SHOP 3 MAIN	8801 NW 58TH ST	MIAMI	FL	10K Gas AST/ 2-12K ULSD AST	ASSIGNED SHOP SUPERVISOR	305-591-9515	M-F 7AM-9PM
	SHOP 3 MAIN BULK	8802 NW 58TH ST	MIAMI	FL	3-12K AST GAS/2-20K AST ULSD	TODD YOUNG	786-258-6778	AS NEEDED
	SHOP 3A	18701 NE 6TH AVE	MIAMI	FL	1-15K UST ULSD/ 1-13K UST ULSD/1-14- UST GAS	ASSIGNED SHOP SUPERVISOR	305-652-0794	M-F 7AM-9PM
	SHOP 3B	7900 SW 107TH AVE	MIAMI	FL	1-10K UST GAS/ 2-12K UST ULSD	ASSIGNED SHOP SUPERVISOR	305-279-5050 OR 5051	M-F 7AM-9PM
	SOUTH DADE GOVERNMENT	10740 SW 211TH STREET	MIAMI	FL	2-12K UST GAS/ 1-12K UST ULSD	ASSIGNED SHOP SUPERVISOR	305-251-3128	M-F 7AM-2PM
	HOMESTEAD BULK	360 CORAL SEA BLVD BLDG 624	MIAMI	FL	3-12KAST ULSD /2-20K AST ULSD	TODD YOUNG	786-258-6778	AS NEEDED
	STATION 1	5975 MIAMI LAKES DR	HIALEAH	FL	20K UST GAS	ASSIGNED SHOP SUPERVISOR	305-557-9844	M-F 7AM-2PM
	STATION 2	799 NW 81ST STREET	MIAMI	FL	2-12K UST GAS	ASSIGNED SHOP SUPERVISOR	305-691-3134	M-F 7AM-2PM
	STATION 5	7707 SW 117TH AVENUE	MIAMI	FL	UNL 12K UST	ASSIGNED SHOP SUPERVISOR	305-271-5342	M-F 7AM-2PM
	STATION 6	15665 BISCAYNE BLVD	AVENTURA	FL	UNL 12K UST	ASSIGNED SHOP SUPERVISOR	305-947-4429	M-F 7AM-2PM
	STATION 8	10000 SW 142 AVE	MIAMI	FL	UNL 12K UST	ASSIGNED SHOP SUPERVISOR	305-383-6820	M-F 7AM-2PM
	STATION 9	18805 NW 27TH AVE	MIAMI	FL	UNL 12K UST	ASSIGNED SHOP SUPERVISOR	305-627-7180	M-F 7AM-2PM
	WASD 36 STREET	3625 NW 10TH AVE	MIAMI	FL	5K AST GAS/ 5K AST ULSD	FLOYD PINCKNEY	786-552-4630	M-F 7AM-2PM
	WASD BLACK POINT	8950 SW 232ND STREET	MIAMI	FL	12K UST GAS/ 12K UST ULSD	JOSEPH LEE	786-268-5676	M-F 7AM-2PM
	WASD DISTRIBUTION	1001 NW 11TH STREET	MIAMI	FL	12K UST GAS/ 12K UST ULSD	ANDREW TILLMAN	786-552-5491	M-F 7AM-2PM
	WASD HIALEAH	800 W 3RD AVE	MIAMI	FL	10K UST GAS	JOSE GOTAY	786-552-4731	M-F 7AM-2PM
	WASD INTERAMA	2575 NE 151 STREET	N MIAMI	FL	12K AST ULSD/ 12K AST GAS	Miguel Cabrera	786-268-5977	M-F 7AM-2PM
	WASD MAIN OFFICE	3575 SOUTH LEJUNE ROAD	MIAMI	FL	1-12 K UST GAS	GUARD ON DUTY	786-268-5390	M-F 7AM-2PM
	WASD VIRGINIA KEY	3989 RICKENBACKER CSWY	MIAMI	FL	6K AST GAS/ 6K AST ULSD	BASDEO BUDHRAM	786-552-4244	M-F 7AM-2PM
	WASD WESTWOOD	4801 SW 117TH AVE	MIAMI	FL	12K UST GAS/ 12K UST ULSD	JUAN LEON	786-268-5536	M-F 7AM-2PM
MIAMI DADE HOUSING AGENCY	PH&CD (110) LEMON CITY	150 NE 69 ST	MIAMI	FL	ULSD DYED 1K AST	FLORENCE OR ELENA	305-757-2093	M-F 8A-4:30P
	PH&CD (130) LITTLE RIVER PLAZA	8255 NW MIAMI CT	MIAMI	FL	ULSD DYED 1K AST	FLORENCE OR ELENA	305-757-2093	M-F 8A-4:30P
	PH & CD (130) PETERS PLAZA	191 NE 75TH STREET	MIAMI	FL	ULSD DYED 1K AST	FLORENCE OR ELENA	305-757-2093	M-F 8A-4:30P
	PH & CD (120) WARD TOWERS	2000 NW 54 ST	MIAMI	FL	ULSD DYED 1K AST	YOLANDA OR MARSHA	305-638-6892	M-F 8A-4:30P
	PH & CD (150) PALM COURT	930 NW 95TH AVE	MIAMI	FL	ULSD DYED 1K AST	FRANKIE OR BANICKA	305-638-4252	M-F 8A-4:30P
	PH & CD (150) PALM TOWERS	950 NW 95TH AVE	MIAMI	FL	ULSD DYED 1K AST	FRANKIE OR BANICKA	305-638-4252	M-F 8A-4:30P
	PH & CD(180) EDISON PLAZA	200 NW 55TH STREET	MIAMI	FL	ULSD DYED 1K AST	MELISSA OR PAOLA	305-757-6636	M-F 8A-4:30P
	PH & CD (210) WINWOOD ELDERLY	3000 NW 3RD AVE	MIAMI	FL	ULSD DYED 1K AST	MELISSA OR PAOLA	305-576-9699	M-F 8A-4:30P
	PH&CD (230) PHYLLIS WHEATLEY	1701 NW 2ND CT	MIAMI	FL	ULSD DYED 1K AST	ILDDRIDE OR CELIA	305-547-3227	M-F 8A-4:30P
	PH & CD (231) HELEN SAWYER ALF	1150 NW 11ST	MIAMI	FL	ULSD DYED 1K AST	MARTIN OR ANA	786-469-4365	M-F 8A-4:30P
	PH & CD (240) HALEY SOFGE	800 NW 13 AVENUE	MIAMI	FL	ULSD DYED 1K AST	AUREA OR CECILIA	305-643-8564	M-F 8A-4:30P
	PH & CD (241) ROBERT KING HIGH	1403 NW 7TH STREET	MIAMI	FL	ULSD DYED 1K AST	AUREA OR YOEL	305-643-8568	M-F 8A-4:30P
	PH & CD (260) THREE ROUND TOWERS	2920 NW 18TH AVE	MIAMI	FL	ULSD DYED 1K AST	TATIANA OR BRENDA	305-638-6088	M-F 8A-4:30P
	PH & CD (270 JOSE MARTI	154 SW 17TH AVE	MIAMI	FL	ULSD DYED 1K AST	ARELI	305-541-1220	M-F 8A-4:30P
	PH & CD (280) HARRY CAIN	490 NE 2ND AVE	MIAMI	FL	ULSD DYED 1K AST	JAVIER OR JOY	305-579-4856	M-F 8A-4:30P
MIAMI DADE PARK & REC	PELICAN HARBOR MARINA	1275 NE 79TH STREET	MIAMI	FL	2 Tanks -one tank is 10,000G Diesel and the second tank is for REC 90 gas 7,000 G.	Tommy Salleh / Gio Tumani	305-754-9330	7Days 8:00 AM -5:00 PM
	BEACH OPERATIONS	7929 ATLANTIC WAY	MIAMI	FL	2 Tanks at 500 Gallons Each Red Dye Diesel only	Laura Wright, Carlos Fernandez Quevedo or Eli Lugo	(305) 868-7075 or (786) 637-4325	5:30 AM to 1:00 PM Daily
	COUNTRY CLUB OF MIAMI	6800 MIAMI GARDENS DR	Miami	FL	2 Tanks 500G Each (one Gas and one red dye Diesel).	Roberto Montesino	786-564-1942	Monday--Friday 6:30 am - 1:30 pm
	CRANDON GOLF	6700 CRANDON BLVD	Key Biscayne	FL	2 Tanks 500G Each (One Gas/One red dye Diesel).	Roberto Montesino	786-564-1942	Monday--Friday 6:30 am - 1:30 pm
	GREYNOLDS GOLF COURSE	17530 West Dixie HWY	MIAMI	FL	2 Tanks one tank is 500G - Gas and smaller 250G -red dye Diesel	Roberto Montesino	786-564-1942	Monday--Friday 6:30 am - 1:30 pm
	Deering Estates	16701 SW 72ND AVE	MIAMI	FL	1 Generator 250G red dye Diesel	Bethany Gray/ Paul Hunnighan	305-235-1668 ext# 226 / 954-793-8888	Monday - Friday 7:00AM-3:00PM
	KENDALL SHOPS - PARKS & REC	11395 SW 79TH ST	MIAMI	FL	100G Fuel Truck - 300G Service Truck and 100G red dye Diesel for generator	Jose Cabrera	305-596-4460 (Dial 3 Automotive)	Monday - Friday 7:00 am - 1:30 pm
	KENDALE LAKES SPECIAL TAX DIST	8520 SW 152 AVE	MIAMI	FL	1 Tank 275G red dye Diesel	Richard Mera	305-386-5239	Monday - Friday 8:00 AM-4:00PM
	MIAMI METRO ZOO	12400 SW 152 STREET	MIAMI	FL	2 Tanks 1,000G Gas /500G red dye Diesel once annually will purchase 2,500 Gallons red dye Diesel for 12 seprate generators	Ernesto Martinez	305-251-0400 EXT# 5084995	Monday - Friday 8:00 AM-4:00PM
	PALMETTO GOLF COURSE	9300 SW 152ND STREET	MIAMI	FL	2 Tanks 1,000G-Gas / 260G red dye Diesel	Roberto Montesino	786-564-1942	Monday - Friday 6:30 am - 1:30 pm
	TAMIAMI MTN SHOP	11201 SW 24TH STREET	MIAMI	FL	2 Tanks 500G red dye Diesel/1,000G Gas	Raul Carmona	786-315-5295 /305-431-2852	Monday - Friday 8:00 AM-3:00PM
	Crandon Tennis Center (Generator)	7300 Crandon Blvd	MIAMI	FL	1 Tank 300G red dye Diesel	Rick Padron	786-543-4966	Monday - Friday 8:00 AM-3:00PM

MIAMI DADE POLICE DEPARTMENT	FRED TAYLOR HDQTRS BLDNG GEN	9105 NW 25TH STREET	MIAMI	FL	[illegible] **PUMP REQUIRED**	BILL CALABRESE / EDDIE PANTOJA	305-471-1760	[illegible]
	MIAMI-DADE PUBLIC SAFETY TRAINING	9601 NW 58 TH ST	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	RAUL MONTELONGO / FABRICE QUILLET	305-715-5012	M-F 7:30AM – 4PM
	SOUTH POLICE STATION	10800 SW 211TH STREET	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Eddie Pantoja	305-638-7215	M-F 7AM-6PM ONLY!!
	West (Hammocks) Station	10000 SW 142nd Avenue	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Eddie Pantoja	(305) 596-3850 Ext 237	M-F 7:30AM – 4PM
	Intracoastal Station	15665 Biscayne Blvd	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel 1200 gal AST	Eddie Pantoja	(305) 596-3850 Ext 237	M-F 7:30AM – 4PM
	FMS South Office	7617 SW 117th Avenue	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 180 gal AST	Eddie Pantoja	(305) 596-3850 Ext 237	M-F 7:30AM – 4PM
	Kendall Station	7707 SW 117th Avenue	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Eddie Pantoja	(305) 596-3850 Ext 237	M-F 7:30AM – 4PM
	Tamiami Airport	13930 SW 127th Avenue	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Eddie Pantoja	(305) 596-3850 Ext 237	M-F 7:30AM – 4PM
	Professional Compliance Bureau	18805 NW 27th Avenue	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 3,000 gal AST	Eddie Pantoja	(305) 596-3850 Ext 237	M-F 7:30AM – 4PM
	Arcola/Northside Station	799 NW 81st Street	MIAMI	FL	Dyed Low-Sulfur Diesel Fuel, 3,000 gal AST	Eddie Pantoja	(305) 596-3850 Ext 237	M-F 7:30AM – 4PM
MIAMI DADE TRANSIT	CENTRAL GARAGE-METRO BUS DIV	3331 NW 31ST ST	MIAMI	FL	1-6 K GAS, AST	BLAS GONZALEZ	305-638-7450	8AM-3PM
	CENTRAL GAR-METRO BUS DIF "TW"	3331 NW 31ST ST	MIAMI	FL	20K AST	BLAS GONZALEZ	305-538-7450	M-F 7AM-6PM ONLY!!
	CENTRAL	3331 NW 31ST ST	MIAMI	FL	DIESEL, 53,340	BLAS GONZALEZ	305-638-7450	M-SAT 8AM-4PM
	CENTRAL	3331 NW 31ST ST	MAMI	FL	UNLD. GAS, 6,000	BLAS GONZALEZ	305-638-7450	M-SAT 8AM-4PM
	CENTRAL BUS	3300 NW 31TH AVE. MDTA 5	MIAMI	FL	500	RAY HARDING	305-884-7585	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE. MDTA 1	MIAMI	FL	500	RAY HARDING	305-884-7585	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE. MDTA 2	MIAMI	FL	200	RAY HARDING	305-884-7585	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE. MDTA 3	MIAMI	FL	400	RAY HARDING	305-638-7450	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE.	MIAMI	FL	117	RAY HARDING	305-884-7585	M-F 7AM-4PM
	CORAL WAY GATE	2775 SW 74TH AVE	MIAMI	FL	(5) 12K ASTs	WILLIAM ATTIAS	305-263-5486	8AM-2PM
	CORAL WAY GATE **TW**	2775 SW 74TH AVENUE	MIAMI	FL	1 (4K) UNL	WILLIAM ATTIAS	305-263-5486	M-F 7AM-7PM
	CORAL WAY	2775 SW 74TH AVE	MIAMI	FL	DIESEL, 53,340	WILLIAM ATTIAS	305-263-5486	M-SAT 8AM-4PM
	CORAL WAY	2775 SW 74TH AVE	MIAMI	FL	UNLD. GAS, 7,000	WILLIAM ATTIAS	305-263-5488	M-SAT 8AM-4PM
	CORAL WAY BUS	2775 SW 74TH AVE	MIAMI	FL	500	RAY HARDING	305-884-7585	M-F 7AM-4PM
	CORAL WAY BUS	2775 SW 74TH AVE	MIAMI	FL	1000	RAY HARDING	305-884-7585	M-F 7AM-4PM
	MAJOR OVERHAUL	3295 NW 31ST STREET	MIAMI	FL	DIESEL, 2,000	JORGE ORTEGA	305-638-7251	M-SAT 8AM-4PM
	METRO BUS GARAGE	360 NE 185TH STREET	MIAMI	FL	5 each 10K diesel	BEN BANKS/BILL/PETE/DUNCAN	305-654-6511	8AM-2PM
	METRO BUS GARAGE **TW**	360 NE 185TH STREET	MIAMI	FL	(2) 25K ASTs	DWIGHT BALDWIN/PHYLLIS FRANCIS	305-884-1171	M-F 7AM-6PM ONLY!!
	METROMOVER DPW	100 NW 1 AVE 24-1548	MIAMI	FL	360	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL DADELAND NORTH	8310 S. DIXIE HWY.	MIAMI	FL	550	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL GOV'T CENTER	138 NW 3RD STREET	MIAMI	FL	5000	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL GOV'T CENTER	138 NW 3RD STREET	MIAMI	FL	400	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL MIC TPSS	2455 NW 38TH LANE	MIAMI	FL	2000	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL MARTIN LUTHER KING	6205 NW 27TH AVENUE	MIAMI	FL	200	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL OKEECHOBEE	2005 WEST OKEECHOBEE RD	MIAMI	FL	250	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL PALMETTO	7701 NW 79TH AVENUE	MIAMI	FL	1000	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL SOUTHMIAMI	5949 SUNSET DR. /US-1	MIAMI	FL	150	RAY HARDING	305-884-7585	M-F 7AM-4PM
	METRORAIL SOUTHMIAMI	5801 SOUTH DIXIE HWY	MIAMI	FL	500	RAY HARDING	305-884-7585	M-F 7AM-4PM
	NORTHEAST	360 NE 185TH STREET	MIAMI	FL	DIESEL 54,235	KENNETH JONES	305-654-6521	M-SAT 8AM-4PM
	NORTHEAST	360 NE 185TH STREET	MIAMI	FL	UNLD. GAS, 4,000	KENNETH JONES	305-654-6521	M-SAT 8AM-4PM
	NORTHEAST BUS	360 NE 185TH STREET	MIAMI	FL	1000	RAY HARDING	305-884-7585	M-F 7AM-4PM
	PALMETTO YARD	6601 NW 72ND AVENUE	MIAMI	FL	2-25K AST DYED ULSD	JAMES WHITE	305-884-7594	8AM-2PM
	PALMETTO YARD **TW**	6601 NW 72ND AVENUE	MIAMI	FL	(5) 25K ASTs (NO PUMP NEEDED)	JAMES WHITE	305-884-7594	(blank)
	PALMETTO YARD	6601 NW 72ND AVENUE	MIAMI	FL	UNLD. GAS, 10,000	JAMES WHITE	305-884-7594	M-SAT 8AM-4PM
	PALMETTO YARD	6601 NW 72ND AVENUE	MIAMI	FL	DIESEL, 10,000	JAMES WHITE	305-884-7594	M-SAT 8AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE	MIAMI	FL	200	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN 2	MIAMI	FL	210	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN1	MIAMI	FL	210	RAY HARDING	305-884-7585	M-F 7AM-4PM

	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN 1	MIAMI	FL	360	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN	MIAMI	FL	360	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN	MIAMI	FL	360	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN	MIAMI	FL	360	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE NOT MDT	MIAMI	FL		RAY HARDING	305-884-7585	M-F 7AM-4PM
MIAMI DADE WATER & SEWER	4TH ST PUMPING STATION	390 NW N. RIVER DRIVE	MIAMI	FL	(2) 100K AST 5 GENERATORS	JACK EPACE/GEORGE OLINDA	305-275-3180	8AM-2PM
	ALEX ORR PLANT	6800 SW 87TH AVE.	HIALEAH	FL	200K AST DYED ULSD	Pablo Villafane	786-552-4001	24 HOURS
	BLACK PT. PLANT	8950 SW 232ND STREET	MIAMI	FL	7-25K ULSD DYED AST/ 2K & 6K DYED AST	ANITA ELLIOTT	305-944-6733	24 HOURS
	INTERAMA WATER & SEWER	2575 NE 151ST STREET	MIAMI	FL	ULSD CLEAR 6K AST/ 87 UNL W/10%ETH 6K AST	OLINDA	305-887-3311	(blank)
	J E PRESTON PLANT	1100 WEST 2ND AVENUE	BISCAYNE PARK	FL	UNL W/10% ETH 3K AST/ ULSD DYED 250G AST	GEORGE VILLAMIL	305-365-5642	
	VA KEYS	VIRGINIA KEY SEWAGE				JUAN PAULINO	305-525-0178	M-F 7A-4P
MIAMI DADE ISD/FUMD	ICFB-(Light Speed Bldg (911 call Cntr)	11500 NW 25th. Street	Miami	FL	Dyed Low-Sulfur Diesel Fuel, 70,000 gal. AST- 7 10k A/G tanks	Andres Perez	305-873-3150	24 HOURS
ISD/FUMD	West Dade Group Emergency Generators				DRIVER WILL NEED 2" FITTING TO DROP DIESEL **PUMP REQUIR*	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	Records Center	9350 nw. 12 street	Doral	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 - 3:00 PM
	Hialeah Court house	11 east 6 street	Hialeah	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	Elections Headquarters	2700 nw. 87th avenue	Doral	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	Permitting and inspections	11806 sw 26 street	Miami	FL	Dyed Low-Sulfur Diesel Fuel, 1,200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	ICFB-(Light Speed Bldg. (911 call Cntr)	11500 NW 25th. Street	Miami	FL	Dyed Low-Sulfur Diesel Fuel, 70,000 gal. AST- 7 10k A/G tanks	Andres Perez	305-873-3150	24 HOURS
	Stephen P. Clark Center	111 NW 1 St	Miami	FL	15,000 gallons underground for the Diesel Emergency Generator	Armando Santelices	305-375-2616	M-F 7:30 -3:00 PM
	West Lot Parking Garage	200 NW 2nd Avenue	Miami	FL	Dyed Low-Sulfur Diesel Fuel, 500 gal	David Racine	305-679-1500	M-F 7:00AM-3PM
	Children's Courthouse	155 NW 3rd Street	Miami	FL	Dyed Low-Sulfur Diesel Fuel, 10,000 gal	David Racine	305-679-1500	M-F 7:00AM-3PM
	DATA PROCESSING & COMMUNICATIONS CENTER	5680 SW 87TH AVE	MIAMI	FL	DIESEL LOW SULFUR DYED - 20,000 IN-GROUND TANK	ALAN SHEWCHUK	305-596-8100	M-F 7-5
	ITD RADIO SHOP	6010 SW 87TH AVE	MIAMI	FL	DIESEL LOW SULFUR DYED - 2,000 ABOVE GROUND TANK	ALAN SHEWCHUK	305-596-8100	M-F 7:30 am - 4pm
	Overtown Transit Village North	701 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 2,000 ABOVE GROUND TANK (Generator)	Alfredo Gonzalez	786-469-2051	M-F 7:30 -3:00 PM
	Overtown Transit Village South	601 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 1,000 ABOVE GROUND TANK (Generator)	Alfredo Gonzalez	786-469-2051	M-F 7:30 -3:00 PM
	Overtown Transit Village North	701 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 132 ABOVE GROUND (Fire Pump)	Alfredo Gonzalez	786-469-2051	M-F 7:30 -3:00 PM
	Overtown Transit Village South	601 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 90 ABOVE GROUND (Fire Pump)	Alfredo Gonzalez	786-469-2051	M-F 7:30 -3:00 PM
	Courthouse Center	175 NW 1 Ave	Miami	FL	Diesel Low Sulfur Dyed - 2,500 Underground Diesel and (2) 250 Above Ground	Juan Carlos "JC" Izquierdo	305-349-5500	M-F 7:30 -3:00 PM
	North Dade Justice Building	15555 Biscayne Blvd	Miami	FL	Diesel Low Sulfur Dyed - 250 Above Ground	Roben Harduarsingh	305-349-5500	M-F 7:30 -3:00 PM
	Richard E. Gerstein Justice Building	1351 NW 12 St	Miami	FL	Diesel Low Sulfur Dyed - 8,000 Underground Tank	Adrian Callwood	305-548-5220	M-F 8:00 - 5:00 PM
	Medical Examiner	1851 NW 10th Ave	Miami	FL	Diesel Low Sulfur Dyed - 5,000 Underground tank	Adrian Torres	786-469-2722	24 HOURS
	Caleb Center	5400 NW 22 Ave	Miami	FL	Diesel Low Sulfur Dyed - 4,000 Underground tank	Adrian Torres	786-469-2722	M-F 7:30 -3:00 PM
	ISD Trades Shop	3501 NW 46 St	Miami	FL	Diesel Low Sulfur Dyed - 500 Aboveground Tank	Adrian Torres	786-469-2722	M-F 7:30 -3:00 PM
	Mental Health (SFLEC)	3302 NW 27th Ave	Miami	FL	Diesel Low Sulfur Dyed - 4,000 Underground tank	Adrian Torres	786-469-2722	M-F 7:30 -3:00 PM
	Central Support Facility	200 NW 1 St	Miami	FL	Diesel Low Sulfur Dyed - 5,000 Underground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	Cultural Center	101 W. Flagler St	Miami	FL	Diesel Low Sulfur Dyed - 5,000 Above ground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	Hickman Garage	270 NW 2 St	Miami	FL	Diesel Low Sulfur Dyed - 1,000 Above ground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	Hickman Building	275 NW 2 St	Miami	FL	Diesel Low Sulfur Dyed - 5,000 Underground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	South Dade Government Center	10710 SW 211 STREET	Miami	FL	Diesel Low Sulfur Dyed - 4,800 Above ground tank - SDGC Generator	Alan Shewchuk	305-232-3831	M-F 7:30 -3:00 PM
	Coop-Extension	18710 SW 288 STREET	Miami	FL	Diesel Low Sulfur Dyed - 400 Above ground tank - COOP Generator	Alan Shewchuk	305-232-3831	M-F 7:30 -3:00 PM
DEPT OF SOLID WASTE	3A Collection Building	18701 NE 6th Avenue	Miami	FL	Dyed Diesel 180 gallons	**Alvin Herring**	305-514-6360 or 786 863-9810	Upon Request
	3B Collection Building	8000 SW 107th Avenue	Miami	FL	Dyed Diesel 110 gallons	**Larry Wilson/Alfred Coleman**	305 514-6360 or 786 503-3839 305 514-6348 or 305 794-9364	Upon Request
	58th Street Facility	8831 NW 58th Street	Doral	FL	Dyed Diesel 1,000 gallons	Mark Brown	305 514-6336	Upon Request
NO CHANGES	Central Transfer Station	1150 NW 20th Street	Miami	FL	Dyed Diesel 500 gallons	Charles Lovely	305-261-4615 or 786 344-2842	Upon Request
	North Dade Landfill	21500 NW 47th Avenue	Miami Gardens	FL	Dyed Diesel 100 gallons	**Calvin Joyner/Surendra Dyal**	**786 578-3699 305 794-2596**	Mon. thru Sat. *Morning delivery
NO CHANGES	Northeast Transfer Station	18701 NE 6th Avenue	Miami	FL	Dyed Diesel, 3 Units - 75, 180 and 200 gallons	Charles Lovely	305-261-4615 or 786 344-2842	Upon Request
	Resources Recovery Landfill	6990 NW 97th Avenue	Doral	FL	Dyed Diesel 2 Units - 75 gallons each	Jeremiah Reed	**305-951-5031 or 786-878-6468**	Tuesday & Friday *Morning delivery
	Resources Recovery Lift Station	6990 NW 97th Avenue	Doral	FL	Dyed Diesel 2,750 gallons	Wieland Uchdorf	305 591-3534	Upon Request

	SBR General South Dade Landfill	9350 SW 248 St., Miami, FL 33032	Miami	FL	Dyed Diesel 3,000 gallons	Robert Graessel	305 257-5975 or 786-261-5884	Upon Request
	South Dade Landfill	23707 SW 97th Avenue	Miami	FL	Dyed Diesel 5 Units - 50, 75, 75, 500 and 500 gallons	Dwayne Reed/Kenny Fountain	305-951-9018 305-898-6583	Mon. thru Sat. *Morning delivery
NO CHANGES	West Transfer Station	2900 SW 72nd Avenue	Miami	FL	Dyed Diesel 2 Units - 75 and 190 gallons	Charles Lovely	305-261-4615 or 786 344-2842	Upon Request
	Mosquito Control Building	8901 NW 58th Street	Miami	FL	Dyed Diesel 300 gallons	Waldo Garcia	305 592-1187	Upon Request

Submittal Form

Solicitation No.	Solicitation Title:		
Bidder's Legal Company Name (include d/b/a if applicable): *	**Bidder's Federal Tax Identification Number:** *		
If Corporation - Date Incorporated/Organized:	**State Incorporated/Organized:** *		
Company Operating Address: *	**City** *	**State** *	**Zip Code** *
Miami-Dade County Address (if applicable):	**City**	**State**	**Zip Code**
Company Contact Person: *	**Email Address:** *		
Phone Number (include area code): *	**Company's Internet Web Address:**		

Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here **only** if the Bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here **only** if affirming the Bidder meets the requirements for Local Preference. **Failure to affirm this certification at this time may render the Bidder ineligible for Local Preference.**

IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.

☐ Place a check mark here **only** if affirming the Bidder meets the requirements for the Locally-Headquartered Preference (LHP). **Failure to affirm certification at this time may render the Bidder ineligible for the LHP**.

The address of the Locally-Headquartered office is:

IN ACCORDANCE WITH CFR 200.319(b), LOCALLY-HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County; and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here **only** if affirming Bidder is a Local Certified Veteran Business Enterprise. **A copy of the certification must be submitted with the bid.**

IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES *(if applicable)*:

A Small Business Enterprise (SBE) must be certified by the Division of Small Business Development (SBD) for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact SBD at (305) 375-3111 or access http://www.miamidade.gov/smallbusiness/certification-programs.asp. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract may remain on the contract.

☐ Place a check mark here **only** if affirming Bidder is a Miami-Dade County Certified Small Business Enterprise.

IN ACCORDANCE WITH CFR 200.319(b), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Bidder is unable to provide such certification, but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid through a duly authorized representative and shall **also initial** this space: _____. In this event, the Bidder shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a bid pursuant to this solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this solicitation which the Bidder considers to be a trade secret, proprietary or confidential. In the event that the bid contains a claim that all or a portion of the bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: *	**Date** *
Representative's Name: *	
Representative's Title: *	

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES

AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Bidder's Authorized Representative's Signature: *	**Date** *
Representative's Name: *	
Representative's Title: *	

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

_____ Printed Name of Affiant

_____ Printed Title of Affiant

_____ Signature of Affiant

_____ Name of Firm

_____ Date

_____ Address of Firm

_____ State

_____ Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20___

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

_____ Signature of Notary Public

_____ Serial Number

_____ Print or Stamp of Notary Public

_____ Expiration Date

_____ Notary Public Seal

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

☐ **NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

Signature

Date

SUBCONTRACTOR/SUPPLIER LISTING
(Miami -Dade County Code Sections 2-8.1, 2-8.8 and 10 -34)

Name of Bidder/Proposer: _____ FEIN No. _____

In accordance with Sections 2 -8.1, 2 -8.8 and 10.34 of the Miami -Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11 -90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/ Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on -line to the Small Business Development of the Internal Services Department at http://www.miamidade.gov/business/business-development-contracts.asp. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf.**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer	Print Name	Print Title	Date

SUB 101R

Internal Services Department
Procurement Management Division

Addendum No. 1

To: All Potential Bidders **Date:** 8/07/19

Invitation to Quote No.: ITQ-676-A-19-21
Title: Gasoline and Diesel, Transport and Tank Wagon

This Addendum becomes part of the above-mentioned Invitation To Quote (ITQ)

A. The Solicitation End Date has been changed from August 9, 2019, to August 16, 2019.

B. The following are questions received and corresponding responses.

1. Question: What happens if a site orders 7,000 gallons? Will a minimum freight charge be allowed?

   Response: Reference ITQ Section 2, Paragraph 5, C and F. The County will endeavor to adhere to, and place orders in accordance with the amount delineating the difference between Transport and Tank Wagon loads.

2. Question: Can you please provide a gas invoice(s)? Multiple dates would be preferred?

   Response: See Exhibit A.

3. Question: Can you please provide a diesel invoice(s)? Multiple dates would be preferred.

   Response: See Exhibit A.

4. Question: Can you please provide a gas bill of lading? Multiple dates would be preferred.

   Response: See Exhibit A.

5. Question: Can you please provide a diesel bill of lading? Multiple dates would be preferred.

   Response: See Exhibit A.

6. Question: If less than the 7500 gallons for full transport is ordered, is the vendor to apply the tankwagon differential?

   Response: Yes. Reference ITQ Section 2, Paragraphs 5 C. “The awarded Bidder shall provide reliable fuel delivery by using transport truck (fuel amounts in excess of 7,500 gallons) and tank wagon (fuel amounts of 7,500 gallons or less) deliveries.”

7. Question: Please provide annual usage for each product by site.

   Response: See Exhibit B.

8. Question: Will Miami Dade accept diesel blended with 10% biodiesel?

   Response: No.

9. Question: Will Miami Dade accept diesel blended with 20% biodiesel?

   Response: No.

10. Question: For the MDFR Weekly Top Off Schedule: Please provide an anticipated usage of these facilities. The tanks are 1-2k. Why are they not in Group D? Why not place them in Group D as they are the same small deliveries. Specifically, what is the typical delivery and is there any remote capability of monitoring these tanks?

    Response: Please see Exhibit B, cross reference addresses on Attachment A. Group D is for Miami-Dade Public Housing and Community Development (PHCD). Because of federal funding used by PHCD, no County measures or local preferences will be applied to the price evaluation of Group D, and therefore this Group is evaluated and awarded separately.

11. Question: As scoring goes, please review the gallons in the Lot Descriptions and ensure that they are representative of the % of the fuel being supplied? For example, if the lot award is made on 5000 of TT gasoline and 45000 gallons of Mid Grade, as noted in the first two lots, that would sway the scoring.

    Response: Reference ITQ Section 2, Paragraph 5, E. “All quantities listed are estimates and are not guaranteed.”

12. Question: Please confirm that % of local and county preference is applied to the bid markup/differential and NOT to the overall contract value/zone value or fuel price value.

    Response: Preferences are applied to the “Differential Per Gallon” price in accordance with the method of award.

13. Question: Can we split the pricing for Net 15 for transits (bulk of volume) as they are capable of paying that fast and Net 30 for all others?

    Response: DTPW usually orders and pays using NET15 terms, which is Group B, Line Item 5. Payments terms remain the same.

14. Question: Is the Transit federally funded?

    Response: No.

15. Question: If the Transit is federally funded can the local/County preference be removed from the evaluation?

    Response: Not federally funded.

16. Question: Is Group D fueling seasonal or for emergencies only?

    Response: No. Refer to Fuel Delivery Services on page 19 of the solicitation.

17. Question: What is the extent of the fueling requirements for Group D?

    Response: Reference ITQ Section 2, Paragraph 5.

18. Question: Are Group D sites keep fill?

    Response: Reference ITQ Section 2, Paragraph 5, B.

19. Question: Are Group D sites will call/ordered?

    Response: Reference ITQ Section 2, Paragraph 5, B.

20. Question: To confirm, if we do not bid Group D, our bid will be rejected?

    Response: No. Pursuant to Method of Award, page 10 of the solicitation, Group D will be awarded separately.

21. Question: Is the fuel for Group D for generators to generate electricity?

    Response: Yes; refer to list on page 26 of the solicitation.

C. Exhibits A and B hereby become part of this solicitation. Exhibits A are copies of recent invoices and bill of lading for gasoline and diesel, and Exhibit B is the delivery data report, representative of subsequent consumption.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Jesus Lee
Procurement Contracting Officer 3
CC: Clerk of the Board
Bruce Libhaber, Assistant County Attorney
DTPW

Exhibit A
Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454249-IN
Invoice Date: 7/3/2019

Purchase Order: 45004
Order Date 7/3/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3 MAIN
8801 NW 58 STREET
MIAMI, FL 33178-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
361331			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	7,500.00	7,403.00	1.9124	14,157.50
CLEAR DIESEL		Whse: 999	Opis: 1.9624	Diff: -0.0500	
FED EXC LUST GOVT TAX				0.00100	7.40
FL LOCAL OPTION TAX-DSL				0.14800	1,095.64
FL MOTOR FUEL TAX-DSL				0.18100	1,339.94
FL POLLUTION TAX				0.02071	153.32
MIAMI DADE INSP FEE (.25%)				0.00478	35.39
MIAMI DADE USER FEE (2%)				0.03825	283.16
		Taxes and Fees Subtotal			2,914.85

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505

BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/9/19
VERIFIED BY:
AUTHORIZED BY:
Scott Stephens

RECEIVED
JUL 09 2019
By

Net Invoice:	17,072.35
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	17,072.35

Solicitation
ITQ-676-A-221

MOTIVA

Exhibit A 45004

BILL OF LADING

ORIGINAL

488

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES EAST TERMINAL
1500 SE 26TH ST
Ft. Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0020004646 SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

BOL# 0000361331 EPA# 429581240 Folio: 07/003
TransID: 530 3rd Party Ref: 000001779 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-03 11:25 Load Stop: 2019-07-03 11:34
CARRIER: PENN TANK LINES
SCAC: PTAL TRACTOR: TRAILER: 195601
DRIVER: 00005346 LEON, DOMINGO
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2154

Product Summary

HM	Hazardous Materials Description	Gals
X	NA 1993, DIESEL FUEL, 3, III 1 - T/T	7500
	TOTALS[GALS]:	7500

Totals by Grade	Gross	Net
GN MV #2D (S-15 PPM)	7500	7403

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GNG058	GN MV #2D (S-15 PPM)	3800	3751	87.3	36.9	02	0301	1200
GNG058	GN MV #2D (S-15 PPM)	3700	3652	87.7	36.9	02	0201	1200

Miami-Dade County

Product Message

#2D 15 PPM SULFUR MOTOR VEHICLE DIESEL FUEL. THIS PRODUCT IS 15 PPM SULFUR (MAXIMUN) UNDYED ULTRA-LOW SULFUR DIESEL #2 FUEL. FOR USE IN ALL DIESEL VEHICLES AND ENGINES. THIS DISTILLATE MEETS ALL FEDERAL AND STATE REQUIREMENTS FOR ON-ROAD (ON-HIGHWAY) MOTOR VEHICLE USE, HOWEVER IT IS NOT APPROVED FOR DIESEL MOTOR VEHICLE USE IN CALIFORNIA UNDER CARB DIESEL REGULATIONS.

NON-DYED DIESEL FUEL, NO VISIBLE EVIDENCE OF DYE. THIS PRODUCT MAY NOT BE USED IN THE TEXAS LOW EMISSION DIESEIL DESIGNATED AREA WITHOUT FURTHER PROCESSING.

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: LEON, DOMINGO
Signature:

Received By:

8/15/2019 4:34 AM

Solicitation
IB-676-A-19-21

Exhibit A

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0455179-IN
Invoice Date: 7/11/2019

Purchase Order: 45039
Order Date
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3 MAIN
8801 NW 58 STREET
MIAMI, FL 33178-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	5,997.00	5,997.00	↘ 2.0208	↘ 12,118.74
CLEAR DIESEL		Whse: 999	Opis: 2.0708	Diff: -0.0500	
FED EXC LUST GOVT TAX				0.00100	6.00
FL LOCAL OPTION TAX-DSL				0.14800	887.56
FL MOTOR FUEL TAX-DSL				0.18100	↘ 1,085.46
FL POLLUTION TAX				0.02071	124.20
MIAMI DADE INSP FEE (.25%)				0.00505	30.28
MIAMI DADE USER FEE (2%)				0.04042	242.40
		Taxes and Fees Subtotal			↘ 2,375.90

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/16/19
VERIFIED BY: MJW
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 16 2019
By

Net Invoice:	14,494.64
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	↘ 14,494.64

8/15/2019 4:34 AM

Solicitation
ITQ-676-A-19-21

45039 Exhibit A

SUNSHINE
GASOLINE DISTRIBUTORS, INC.

724 S. Flagler Ave.
Homestead, FL 33030
Ph: (305) 247-7249
Fax:(305) 248-6501

Date: 07/10/19

PO#: 45039

Driver: ROBERT

Delivery Ticket

Delivery To:

Name: Fleet Management

Address: SHOP 3 MAIN -A
8801 NW. 58 ST.

Contact: JESUS

Phone: 305-591-9515

Product	Quantity Requested	Quantity Delivered	Before Inches	After Inches	Water
Reg Ethanol 87					
Clear Diesel ULSD #2	6500	5997			

Miami-Dade County

DELIVERY DATE: 7/11/2019 TIME: 7AM DAY: THURS

REMARKS:

WINDOW	
FROM	7AM
TO	4PM

Signature: _____

Print Name: _____

8/15/2019 4:34 AM

Solicitation
IFB-676-A-19-21

Exhibit A
Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0455173-IN
Invoice Date: 7/11/2019

Purchase Order: 45040
Order Date 7/11/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3B
7900 SW 107 AVENUE
MIAMI, FL 33173-8

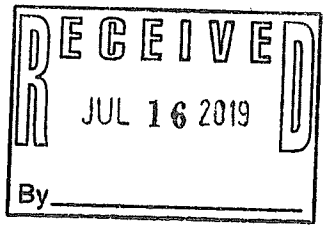
Bill of Lading Number	Ship VIA	F.O.B.	Terms
361599			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	7,500.00	7,417.00	2.0208	14,988.27
CLEAR DIESEL		Whse: 999	Opis: 2.0708	Diff:	-0.0500
FED EXC LUST GOVT TAX				0.00100	7.42
FL LOCAL OPTION TAX-DSL				0.14800	1,097.72
FL MOTOR FUEL TAX-DSL				0.18100	1,342.48
FL POLLUTION TAX				0.02071	153.61
MIAMI DADE INSP FEE (.25%)				0.00505	37.46
MIAMI DADE USER FEE (2%)				0.04042	299.80
		Taxes and Fees Subtotal			2,938.49

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505

BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/16/19
VERIFIED BY:
AUTHORIZED BY:
Scott Stephens



Net Invoice:	17,926.76
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	17,926.76

8/15/2019 4:34 AM

Solicitation ITQ-676-A-19

MOTIVA

Exhibit A

45040

BILL OF LADING

ORIGINAL

492

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES EAST TERMINAL
1500 SE 26TH ST
Ft. Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0020004646 SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

BOL# 0000361599 EPA# 429581240 Folio: 07/009
TransID: 530 3rd Party Ref: 000002041 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-11 04:58 Load Stop: 2019-07-11 05:08
CARRIER: PENN TANK LINES
SCAC: PTAL TRACTOR: TRAILER: 195601
DRIVER: 00005346 LEON, DOMINGO
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2154

Product Summary

HM	Hazardous Materials Description	Gals	Totals by Grade	Gross	Net
X	NA 1993, DIESEL FUEL, 3, III 1 - T/T	7500	GN MV #2D (S-15 PPM)	7500	7417
	TOTALS[GALS]:	7500			

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GNG058	GN MV #2D (S-15 PPM)	3800	3758	83.4	36.9	02	0301	1200
GNG058	GN MV #2D (S-15 PPM)	3700	3659	83.6	36.9	02	0201	1200

Miami-Dade County

Shp 3B

Product Message

#2D 15 PPM SULFUR MOTOR VEHICLE DIESEL FUEL. THIS PRODUCT IS 15 PPM SULFUR (MAXIMUN) UNDYED ULTRA-LOW SULFUR DIESEL #2 FUEL. FOR USE IN ALL DIESEL VEHICLES AND ENGINES. THIS DISTILLATE MEETS ALL FEDERAL AND STATE REQUIREMENTS FOR ON-ROAD (ON-HIGHWAY) MOTOR VEHICLE USE, HOWEVER IT IS NOT APPROVED FOR DIESEL MOTOR VEHICLE USE IN CALIFORNIA UNDER CARB DIESEL REGULATIONS.

NON-DYED DIESEL FUEL, NO VISIBLE EVIDENCE OF DYE. THIS PRODUCT MAY NOT BE USED IN THE TEXAS LOW EMISSION DIESEIL DESIGNATED AREA WITHOUT FURTHER PROCESSING.

Delivery Instructions: Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: LEON, DOMINGO
Signature:

Received By:

8/15/2019 4:34 AM

Exhibit A

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454008-IN
Invoice Date: 7/2/2019

Purchase Order: 44992
Order Date
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3 MAIN
8801 NW 58 STREET
MIAMI, FL 33178-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	4,323.00	4,323.00	1.9829 ✓	8,572.08
87 OCTANE		Whse: 999	Opis: 1.8679	Diff: 0.1150	
FED EXC LUST GOVT TAX				0.00100	4.32
FL INSPECTION FEE				0.00125	5.40
FL LOCAL OPTION TAX				0.17800	769.49
FL MOTOR FUEL TAX				0.18100	782.46
FL POLLUTION TAX				0.02071	89.53
MIAMI DADE INS FEE (.25%)				0.00496	21.44
MIAMI DADE USER FEE (2%)				0.03966	171.45
		Taxes and Fees Subtotal			1,844.09

Miami-Dade County

RECEIVED
JUL 05 2019
BY

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/5/19
VERIFIED BY: J.D
AUTHORIZED BY:
Scott Stephens

Net Invoice:	10,416.17
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	10,416.17

Solicitation ITQ-676-A-19-21

Exhibit 44992

494

SUNSHINE GASOLINE DISTRIBUTORS, INC.
724 S. Flagler Ave.
Homestead, FL 33030
Ph: (305) 247-7249
Fax:(305) 248-6501

Date: 07/01/19

PO#: 44992

Driver: Ramsey

Delivery Ticket

Delivery To:

Name: Fleet Management

Address: Shop 3 Main-A
8801 NW 58 Street

Contact:

Phone: 305.591.9515

Product	Quantity Requested	Quantity Delivered	Before Inches	After Inches	Water
Reg Ethanol 87	4500	4323			
Clear Diesel ULSD #2					
Dyed Diesel #2D					

Miami-Dade County

DELIVERY DATE: 7/2/2019 TIME: 8:00 - 1:30 DAY: TUESDAY

REMARKS:

WINDOW	
FROM	
TO	

Signature:

Print Name:

8/15/2019 4:34 AM

Exhibit A

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454241-IN
Invoice Date: 7/3/2019

Purchase Order: 44999
Order Date 7/3/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
DOWNTOWN MOTOR POOL
201 NW 1 STREET
MIAMI, FL 33128-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
1127991			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,500.00	8,372.00	1.7752	14,861.97
87 OCTANE		Whse: 999	Opis: 1.8152	Diff: -0.0400	
FED EXC LUST GOVT TAX				0.00100	8.37
FL INSPECTION FEE				0.00125	10.47
FL LOCAL OPTION TAX				0.17800	1,490.22
FL MOTOR FUEL TAX				0.18100	1,515.33
FL POLLUTION TAX				0.02071	173.38
MIAMI DADE INS FEE (.25%)				0.00444	37.17
MIAMI DADE USER FEE (2%)				0.03550	297.21
		Taxes and Fees Subtotal			3,532.15

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/9/19
VERIFIED BY: MJ
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 09 2019
By

Net Invoice:	18,394.12
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,394.12

8/15/2019 4:34 AM

Solicitation
TQ-676-A-21

MOTIVA

Exhibit A

44999

BILL OF LADING

ORIGINAL

496

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES SOUTH TERMINAL
1200 SE 28TH STREET
Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0020004646 SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

BOL# 0001127991 EPA# 429581241 Folio: 07/003
TransID: 530 3rd Party Ref: 000007848 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-03 13:13 Load Stop: 2019-07-03 13:27
CARRIER: PENN TANK LINES INC.
SCAC: PTAL TRACTOR: TRAILER: 1941339
DRIVER: 00005378 FERNANDEZ, GILBERTO
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2164

Product Summary

HM	Hazardous Materials Description	Gals
X	UN1203, GASOLINE, 3, II 1-T/T	8500
	TOTALS[GALS]:	8500

Totals by Grade	Gross	Net
GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	8500	.8372

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GND019	GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	4500	4432	81.6	62.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	4041	3982	80.5	64.5	03	0301	0683
	406922-ETHANOL (DENAT ALCOHOL)	459	450	91.0	46.6	03	0303	1632
GND019	GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	4000	3940	81.6	62.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	3592	3540	80.5	64.5	03	0201	0683
	406922-ETHANOL (DENAT ALCOHOL)	408	400	91.1	46.6	03	0202	1632

Miami-Dade County

Product Message

CONVENTIONAL GASOLINE: THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA. ADDITIONALLY, THIS PRODUCT MAY NOT BE USED IN CALIFORNIA. DETERGENT-ADDITIZED GASOLINE; ADDITIZED IN SUFFICIENT CONCENTRATION FOR INITIAL TRANSFER VOLUME ONLY.

FOR SUMMER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL. THE RVP DOES NOT EXCEED 10.0 PSI. THE 1.0 PSI RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL. FOR WINTER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL.

ETHANOL - THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430. DENATURED FUEL ETHANOL, MAXIMUM 10 PPM SULFUR.

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: FERNANDEZ, GILBERTO
Signature:

Received By:

8/15/2019 4:34 AM

Exhibit A
Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0455854-IN
Invoice Date: 7/16/2019

Purchase Order: 45057
Order Date 7/16/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SOUTH DADE GOVERNMENT CENTER
10740 SW 211 STREET
MIAMI, FL 33189-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
1130220			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,500.00	8,370.00	1.8312	15,327.14
87 OCTANE		Whse: 999	Opis: 1.8712	Diff:	-0.0400
FED EXC LUST GOVT TAX				0.00100	8.37
FL INSPECTION FEE				0.00125	10.46
FL LOCAL OPTION TAX				0.17800	1,489.86
FL MOTOR FUEL TAX				0.18100	1,514.97
FL POLLUTION TAX				0.02071	173.34
MIAMI DADE INS FEE (.25%)				0.00458	38.33
MIAMI DADE USER FEE (2%)				0.03662	306.51
		Taxes and Fees Subtotal			3,541.84

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/19/19
VERIFIED BY:
AUTHORIZED BY:
Scott Stephens

RECEIVED
JUL 19 2019
By

Net Invoice:	18,868.98
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,868.98

8/15/2019 4:34 AM

Solicitation ITQ-676-A-21

Exhibit A7

MOTIVA

BILL OF LADING

ORIGINAL

498

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES SOUTH TERMINAL
1200 SE 28TH STREET
Lauderdale FL 33316

BOL# 0001130220 EPA# 429581241 Folio: 07/012
TransID: 530 3rd Party Ref: 000000139 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-16 10:26 Load Stop: 2019-07-16 10:38
CARRIER: PENN TANK LINES INC.
SCAC: PTAL TRACTOR: TRAILER: 1941207
DRIVER: 00003630 OLVERA, ISMAEL
COMMENTS:

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0020004646 SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2164

Product Summary

HM	Hazardous Materials Description	Gals
X	UN1203, GASOLINE, 3, II 1-T/T	8500
	TOTALS[GALS]:	8500

Totals by Grade	Gross	Net
GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	8500	8370

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GND019	GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	3900	3841	82.2	59.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	3502	3451	81.1	61.2	02	0401	0683
	406922-ETHANOL (DENAT ALCOHOL)	398	390	91.8	46.6	02	0402	1632
GND019	GN RUL87 RVP>7,8 CONV ETOH 3.5-4.0	4600	4529	82.6	59.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	4131	4069	81.6	61.2	02	0301	0683
	406922-ETHANOL (DENAT ALCOHOL)	469	460	91.7	46.6	02	0303	1632

Miami-Dade County

SDGC

Product Message

CONVENTIONAL GASOLINE: THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA. ADDITIONALLY, THIS PRODUCT MAY NOT BE USED IN CALIFORNIA. DETERGENT-ADDITIZED GASOLINE; ADDITIZED IN SUFFICIENT CONCENTRATION FOR INITIAL TRANSFER VOLUME ONLY.

FOR SUMMER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL. THE RVP DOES NOT EXCEED 10.0 PSI. THE 1.0 PSI RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL. FOR WINTER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL.

ETHANOL - THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430. DENATURED FUEL ETHANOL, MAXIMUM 10 PPM SULFUR.

020P 5089
Miami Dade's Dade Government
10740 SW 211 ST
Miami FL
8500 Reg

	Reg	Reg
P	22	42
A	55	68

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: OLVERA, ISMAEL
Signature:

Received By:

8/15/2019 4:34 AM

	MIAMI DADE VOLUME REPORT GRAND TOTAL 2018-2019								
	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	GRAND TOTAL
MIAMI DADE	**1,631,688**	**1,575,759**	**1,613,945**	**1,510,326**	**1,601,648**	**1,692,608**	**1,899,143**	**1,666,930**	**13,192,047**
87 UNL W/10%ETH	630,998	602,071	641,431	595,926	653,905	683,410	737,635	614,395	5,159,771
90 MUL W/0%ETH					998				998
ULSD CLEAR	963,783	887,179	924,563	806,198	892,053	881,905	926,102	773,722	7,055,505
ULSD DYED	36,907	86,509	47,951	108,202	54,692	127,293	235,406	278,813	975,773
Grand Total	**1,631,688**	**1,575,759**	**1,613,945**	**1,510,326**	**1,601,648**	**1,692,608**	**1,899,143**	**1,666,930**	**13,192,047**

	MIAMI DADE VOLUME REPORT GRAND TOTAL 2018-2019								
	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	GRAND TOTAL
MIAMI DADE	**1,631,688**	**1,575,759**	**1,613,945**	**1,510,326**	**1,601,648**	**1,692,608**	**1,899,143**	**1,666,930**	**13,192,047**
MIAMI DADE ANIMAL DEPARTMENT								**48**	**48**
ULSD DYED								48	48
MIAMI DADE AVIATION	**2,238**		**2,292**	**2,404**	**3,142**	**9,213**		**1,611**	**20,900**
87 UNL W/10%ETH	538		1,195	1,204		4,436		810	8,183
90 MUL W/0%ETH					998				998
ULSD CLEAR	1,700		1,097	1,200		4,774		801	9,572
ULSD DYED					2,144	3			2,147
MIAMI DADE CORRECTIONS								**1,643**	**1,643**
ULSD DYED								1,643	1,643
MIAMI DADE FIRE & RESCUE	**42,526**	**45,054**	**41,743**	**35,584**	**45,623**	**44,781**	**52,511**	**51,516**	**359,338**
87 UNL W/10%ETH	6,990	5,084	5,678	5,861	8,359	6,650	7,445	5,901	51,968
ULSD CLEAR	31,912	38,075	34,595	28,620	34,485	36,889	43,362	34,686	282,624
ULSD DYED	3,624	1,895	1,470	1,103	2,779	1,242	1,704	10,929	24,746
MIAMI DADE FLEET	**938,785**	**873,930**	**960,525**	**878,735**	**970,315**	**974,083**	**1,089,196**	**884,425**	**7,569,994**
87 UNL W/10%ETH	610,407	583,682	620,433	576,017	631,533	658,714	715,875	588,924	4,985,585
ULSD CLEAR	328,378	290,248	340,092	302,718	338,782	315,369	373,321	295,501	2,584,409
ULSD DYED	-							-	-
MIAMI DADE HOUSING AGENCY						**163**	**78**	**59**	**300**
ULSD DYED						163	78	59	300
MIAMI DADE ISD/FUMD					**5,141**	**39**	**4,482**	**409**	**10,071**
ULSD DYED					5,141	39	4,482	409	10,071
MIAMI DADE PARK & RECREATION	**6,318**	**6,849**	**6,513**	**12,623**	**8,928**	**6,684**	**6,699**	**8,940**	**63,554**
87 UNL W/10%ETH	2,775	2,675	2,951	2,326	3,011	2,705	2,227	3,489	22,159
ULSD CLEAR					457			411	868
ULSD DYED	3,543	4,174	3,562	10,297	5,460	3,979	4,472	5,040	40,527
MIAMI DADE POLICE DEPARTMENT							**2,000**	**1,465**	**3,465**
ULSD DYED							2,000	1,465	3,465
MIAMI DADE SOLID WASTE MANAGEMENT						**121**			**121**
ULSD DYED						121			121
MIAMI DADE TRANSIT	**612,081**	**569,486**	**559,953**	**484,178**	**529,331**	**535,778**	**521,507**	**457,594**	**4,269,908**
87 UNL W/10%ETH	10,288	10,630	11,174	10,518	11,002	10,905	12,088	15,271	91,876
ULSD CLEAR	601,793	558,856	548,779	473,660	518,329	524,873	509,419	442,323	4,178,032
MIAMI DADE WATER & SEWER	**29,740**	**80,440**	**42,919**	**96,802**	**39,168**	**121,746**	**222,670**	**259,220**	**892,705**
ULSD DYED	29,740	80,440	42,919	96,802	39,168	121,746	222,670	259,220	892,705
Grand Total	**1,631,688**	**1,575,759**	**1,613,945**	**1,510,326**	**1,601,648**	**1,692,608**	**1,899,143**	**1,666,930**	**13,192,047**

				MIAMI DADE VOLUME REPORT GRAND TOTAL 2018-2019									
				NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	GRAND TOTAL
MIAMI DADE				**1,631,688**	**1,575,759**	**1,613,945**	**1,510,326**	**1,601,648**	**1,692,608**	**1,899,143**	**1,666,930**	**13,192,047**	**13,192,047**
	MIAMI DADE ANIMAL DEPARTMENT										**48**	**48**	**48**
		3599 NW 79 AVENUE									48	48	48
			ULSD DYED								48	48	48
	MIAMI DADE AVIATION			**2,238**		**2,292**	**2,404**	**3,142**	**9,213**		**1,611**	**20,900**	**20,900**
		12800 SW 145 AVENUE		2,238		2,292			3,266			7,796	7,796
			87 UNL W/10%ETH	538		1,195			1,464			3,197	3,197
			ULSD CLEAR	1,700		1,097			1,802			4,599	4,599
		14410 NW 44 AVENUE							5,944			5,944	5,944
			87 UNL W/10%ETH						2,972			2,972	2,972
			ULSD CLEAR						2,972			2,972	2,972
		28700 SW 217 AVENUE					2,404				1,611	4,015	4,015
			87 UNL W/10%ETH				1,204				810	2,014	2,014
			ULSD CLEAR				1,200				801	2,001	2,001
		4331 NW 22 STREET						1,143	3			1,146	1,146
			ULSD DYED					1,143	3			1,146	1,146
		54575 EAST TAMIAMI TRAIL						1,999				1,999	1,999
			90 MUL W/0%ETH					998				998	998
			ULSD DYED					1,001				1,001	1,001
	MIAMI DADE CORRECTIONS										**1,643**	**1,643**	**1,643**
		1321 NW 13 STREET									269	269	269
			ULSD DYED								269	269	269
		13850 NW 41 STREET									147	147	147
			ULSD DYED								147	147	147
		1401 NW 7 AVENUE									100	100	100
			ULSD DYED								100	100	100
		6950 NW 41 STREET									123	123	123
			ULSD DYED								123	123	123
		7000 NW 41 STREET									1,004	1,004	1,004
			ULSD DYED								1,004	1,004	1,004
	MIAMI DADE FIRE & RESCUE			**42,526**	**45,054**	**41,743**	**35,584**	**45,623**	**44,781**	**52,511**	**51,516**	**359,338**	**359,338**
		10001 HAMMOCKS BLVD		1,577	842	1,326	2,105	1,023	1,388	2,119	1,069	11,449	11,449
			ULSD CLEAR	1,577	842	1,326	2,105	1,023	1,388	2,119	1,069	11,449	11,449
		10200 NW 116 WAY		1,394	1,140	1,121	720	1,031	572	1,469	670	8,117	8,117
			ULSD CLEAR	1,394	1,140	1,121	720	1,031	572	1,469	670	8,117	8,117
		10500 COLLINS AVENUE		2,043	900	1,628	2,290	1,659	1,210	1,656	1,131	12,517	12,517
			ULSD CLEAR	2,043	900	1,628	2,290	1,659	1,210	1,656	1,131	12,517	12,517
		11451 SW 248 STREET		1,265	1,406	1,586	616	1,913	1,269	1,952	999	11,006	11,006
			ULSD CLEAR	1,265	1,406	1,586	616	1,913	1,269	1,952	999	11,006	11,006
		13000 NE 16 AVENUE		1,388	900	1,401	200	1,998	1,794	956	1,659	10,296	10,296
			ULSD CLEAR	1,388	900	1,401	200	1,998	1,794	956	1,659	10,296	10,296
		13390 SE 152 STREET		1,397	600	850	925	1,297	1,493	1,908	976	9,446	9,446
			ULSD CLEAR	1,397	600	850	925	1,297	1,493	1,908	976	9,446	9,446
		15890 SW 288 STREET		2,013	1,597	547	2,640	1,770	1,298	2,305	1,208	13,378	13,378
			ULSD CLEAR	2,013	1,597	547	2,640	1,770	1,298	2,305	1,208	13,378	13,378
		1655 NE 205 STREET								31		31	31
			ULSD CLEAR							31		31	31
		17605 SW 248 STREET		580	874	929	400	1,057	755	893	478	5,966	5,966
			ULSD CLEAR	580	874	929	400	1,057	755	893	478	5,966	5,966
		18705 NW 27 AVENUE		2,390	2,793	2,182	2,241	2,289	2,036	2,550	3,118	19,599	19,599
			ULSD CLEAR	2,390	2,793	2,182	2,241	2,289	2,036	2,550	3,118	19,599	19,599
		255 NW 4 AVENUE		2,271	3,406	2,478	2,334	2,343	2,362	1,808	3,171	20,173	20,173
			87 UNL W/10%ETH	486	186	261	231	150	295	144	175	1,928	1,928
			ULSD CLEAR	1,785	3,220	2,217	2,103	2,193	2,067	1,664	2,996	18,245	18,245
		2900 NE 199 STREET		1,822	2,011	1,480	375	2,339	1,852	3,171	2,089	15,139	15,139
			ULSD CLEAR	1,822	2,011	1,480	375	2,339	1,852	3,171	2,089	15,139	15,139
		4200 SW 142 AVENUE		1,309	1,500	1,806	1,510	1,742	1,294	2,600	1,957	13,718	13,718
			ULSD CLEAR	1,309	1,500	1,806	1,510	1,742	1,294	2,600	1,957	13,718	13,718
		6000 SW 87 AVENUE							2,479			2,479	2,479
			87 UNL W/10%ETH						479			479	479
			ULSD CLEAR						2,000			2,000	2,000
		6460 NW 27 AVENUE		1,900	1,253	1,661	1,413		1,885	1,241	2,518	11,871	11,871
			ULSD CLEAR	1,900	1,253	1,661	1,413		1,885	1,241	2,518	11,871	11,871
		650 NW 131 STREET		2,820	1,740	2,889	1,984	575	3,166	2,763	1,980	17,917	17,917
			ULSD CLEAR	2,820	1,740	2,889	1,984	575	3,166	2,763	1,980	17,917	17,917
		7700 NW 186 STREET		1,991	810	2,000	2,971	610	2,132	3,128	1,619	15,261	15,261
			ULSD CLEAR	1,991	810	2,000	2,971	610	2,132	3,128	1,619	15,261	15,261
		7777 SW 117 AVENUE		1,816	1,298	1,618	498	1,642	1,512	733	1,473	10,590	10,590
			ULSD CLEAR	1,816	1,298	1,618	498	1,642	1,512	733	1,473	10,590	10,590
		7825 SW 104 STREET		1,395	1,258	1,022	1,039	1,596	1,432	1,080	1,157	9,979	9,979
			ULSD CLEAR	1,395	1,258	1,022	1,039	1,596	1,432	1,080	1,157	9,979	9,979
		8010 NW 60 STREET			400	85				500		985	985
			ULSD CLEAR		400	85				500		985	985
		8141 NW 80 STREET		1,000		1,000						2,000	2,000
			ULSD CLEAR	1,000		1,000						2,000	2,000
		901 S AMERICAN WAY		1,804	1,895	1,470	1,103	2,779	1,242	1,704	2,929	14,926	14,926
			ULSD DYED	1,804	1,895	1,470	1,103	2,779	1,242	1,704	2,929	14,926	14,926
		9201 SE 142 STREET		1,000	3,627	2,170	299	2,404	2,337	2,765	2,470	17,072	17,072
			ULSD CLEAR	1,000	3,627	2,170	299	2,404	2,337	2,765	2,470	17,072	17,072
		9300 NW 41 STREET		8,324	12,904	8,474	8,675	12,559	8,868	12,392	17,004	89,200	89,200
			87 UNL W/10%ETH	6,504	4,898	5,417	5,630	8,209	5,876	7,301	5,726	49,561	49,561
			ULSD CLEAR		8,006	3,057	3,045	4,350	2,992	5,091	3,278	29,819	29,819
			ULSD DYED	1,820							8,000	9,820	9,820
		9350 NW 22 AVENUE		1,027	1,900	2,020	1,246	2,997	2,405	2,787	1,841	16,223	16,223
			ULSD CLEAR	1,027	1,900	2,020	1,246	2,997	2,405	2,787	1,841	16,223	16,223
	MIAMI DADE FLEET			**938,785**	**873,930**	**960,525**	**878,735**	**970,315**	**974,083**	**1,089,196**	**884,425**	**7,569,994**	**7,569,994**
		10000 SW 142 AVENUE		25,260	20,390	19,949	18,923	23,843	22,835	21,837	20,961	173,998	173,998
			87 UNL W/10%ETH	25,260	20,390	19,949	18,923	23,843	22,835	21,837	20,961	173,998	173,998
		1001 NW 11 STREET		43,093	50,961	59,747	56,162	56,947	67,850	63,967	56,276	455,003	455,003
			87 UNL W/10%ETH	39,124	44,992	49,767	42,944	50,008	57,890	52,719	47,854	385,298	385,298
			ULSD CLEAR	3,969	5,969	9,980	13,218	6,939	9,960	11,248	8,422	69,705	69,705
		10740 SW 211 STREET		104,852	98,293	92,253	73,690	93,223	90,043	110,367	99,677	762,398	762,398
			87 UNL W/10%ETH	56,957	54,631	55,205	50,190	63,522	58,853	71,280	56,661	467,299	467,299
			ULSD CLEAR	47,895	43,662	37,048	23,500	29,701	31,190	39,087	43,016	295,099	295,099
		12451 SW 184 STREET		24,808	18,375	26,307	20,395	26,224	26,253	29,005	18,785	190,152	190,152
			87 UNL W/10%ETH	18,808	11,916	19,836	13,922	15,799	20,308	16,631	14,839	132,059	132,059
			ULSD CLEAR	6,000	6,459	6,471	6,473	10,425	5,945	12,374	3,946	58,093	58,093
		15665 BISCAYNE BLVD		11,877	17,400	16,476	14,733	18,692	21,153	19,300	17,500	137,131	137,131
			87 UNL W/10%ETH	11,877	17,400	16,476	14,733	18,692	21,153	19,300	17,500	137,131	137,131
		1580 N CRUISE BLVD		12,092	12,942	13,056	9,940	14,894	12,365	12,482	12,723	100,494	100,494
			87 UNL W/10%ETH	11,097	11,945	12,062	8,948	13,899	11,423	11,982	10,727	92,083	92,083
			ULSD CLEAR	995	997	994	992	995	942	500	1,996	8,411	8,411
		18701 NE 6 AVENUE		56,985	44,711	60,688	39,740	37,650	47,326	58,906	47,124	393,130	393,130
			87 UNL W/10%ETH	12,377	7,491	8,480	2,483	7,956	6,440	14,412	7,848	67,487	67,487
			ULSD CLEAR	44,608	37,220	52,208	37,257	29,694	40,886	44,494	39,276	325,643	325,643
		18805 NW 27 AVENUE		28,742	31,815	31,918	28,256	23,918	37,034	33,657	31,577	246,917	246,917
			87 UNL W/10%ETH	28,742	31,815	31,918	28,256	23,918	37,034	33,657	31,577	246,917	246,917
		200 W 74 PLACE			7,932			7,426		12,000		27,358	27,358
			87 UNL W/10%ETH		3,968			7,426		6,000		17,394	17,394
			ULSD CLEAR		3,964					6,000		9,964	9,964
		201 NW 1 STREET		75,800	71,482	66,522	59,120	76,628	75,554	75,467	58,702	559,275	559,275
			87 UNL W/10%ETH	75,800	71,482	66,522	59,120	76,628	75,554	75,467	58,702	559,275	559,275
		21300 NW 47 AVENUE		17,359	12,992	21,489	16,334	66,158	15,232	17,019	16,860	183,443	183,443
			87 UNL W/10%ETH	5,950	4,955	4,976	7,074	29,320	4,280	5,504	5,851	67,910	67,910
			ULSD CLEAR	11,409	8,037	16,513	9,260	36,838	10,952	11,515	11,009	115,533	115,533
		2575 NE 151 STREET		15,161	5,949	11,461	11,717	13,950	6,920	16,862	7,885	89,905	89,905
			87 UNL W/10%ETH	9,301	5,949	7,481	6,718	9,975	6,920	10,844	3,941	61,129	61,129
			ULSD CLEAR	5,860		3,980	4,999	3,975		6,018	3,944	28,776	28,776
		3575 S LEJUNE ROAD		13,331	13,867	13,914	13,900	12,918	12,867	16,500	12,893	110,190	110,190
			87 UNL W/10%ETH	13,331	13,867	13,914	13,900	12,918	12,867	16,500	12,893	110,190	110,190
		360 CORAL SEA BLVD					29,779	22,305				52,084	52,084

MIAMI DADE	MIAMI DADE FLEET	360 CORAL SEA BLVD	ULSD CLEAR				29,779	22,305				52,084	52,084
		3625 NW 10 AVENUE		7,410	4,182	9,526	4,955	3,944	4,200	4,213	4,502	42,932	42,932
			87 UNL W/10%ETH	4,934	2,979	6,014	2,478	3,033	2,002	2,007	2,490	25,937	25,937
			ULSD CLEAR	2,476	1,203	3,512	2,477	911	2,198	2,206	2,012	16,995	16,995
		3989 RICKENBACKER CSWY		8,430	10,435	11,467	12,939	5,958	11,964	17,005	5,970	84,168	84,168
			87 UNL W/10%ETH	4,957	5,964	6,485	6,958	2,979	5,980	8,947	2,995	45,265	45,265
			ULSD CLEAR	3,473	4,471	4,982	5,981	2,979	5,984	8,058	2,975	38,903	38,903
		4300 NW 20 STREET		63,844	57,134	67,419	67,576	65,933	61,064	77,609	68,942	529,521	529,521
			87 UNL W/10%ETH	49,972	41,737	52,197	52,679	44,597	45,558	61,716	55,662	404,118	404,118
			ULSD CLEAR	13,872	15,397	15,222	14,897	21,336	15,506	15,893	13,280	125,403	125,403
		4801 SW 117 AVENUE		35,179	25,806	25,321	31,457	30,121	31,077	25,793	28,243	232,997	232,997
			87 UNL W/10%ETH	20,803	13,883	18,347	18,536	16,206	19,879	13,920	16,643	138,217	138,217
			ULSD CLEAR	14,376	11,923	6,974	12,921	13,915	11,198	11,873	11,600	94,780	94,780
		5975 MIAMI LAKES DR		25,313	16,437	25,356	24,441	19,845	28,236	24,214	25,246	189,088	189,088
			87 UNL W/10%ETH	25,313	16,437	25,356	24,441	19,845	28,236	24,214	25,246	189,088	189,088
		6100 SW 87 AVENUE		37,126	38,535	28,843	40,732	40,211	32,781	47,913	23,654	289,795	289,795
			87 UNL W/10%ETH	22,760	25,124	14,452	25,830	25,337	19,844	33,570	16,755	183,672	183,672
			ULSD CLEAR	14,366	13,411	14,391	14,902	14,874	12,937	14,343	6,899	106,123	106,123
		6747 CRANDON BLVD			6,920		13,409		7,425	11,300	6,001	45,055	45,055
			87 UNL W/10%ETH		6,920		7,470		7,425	6,000	6,001	33,816	33,816
			ULSD CLEAR				5,939			5,300		11,239	11,239
		703 NW 25 STREET		23,570	11,956	16,859	24,263	20,480	10,209	20,295	26,039	153,671	153,671
			87 UNL W/10%ETH	17,118	11,956	16,859	16,890	14,515	10,209	13,862	19,676	121,085	121,085
			ULSD CLEAR	6,452			7,373	5,965		6,433	6,363	32,586	32,586
		7100 NW 36 STREET		11,883	5,967	12,457	5,254	8,245	7,925	12,904	8,384	73,019	73,019
			87 UNL W/10%ETH	5,932	5,967	5,984	5,254	4,274	3,961	6,904	8,384	46,660	46,660
			ULSD CLEAR	5,951		6,473		3,971	3,964	6,000		26,359	26,359
		7707 SW 117 AVENUE		12,374	19,369	13,948	15,926	15,387	15,475	16,363	14,340	123,182	123,182
			87 UNL W/10%ETH	12,374	19,369	13,948	15,926	15,387	15,475	16,363	14,340	123,182	123,182
		7900 SW 107 AVENUE		49,341	53,433	41,260	34,270	45,143	50,526	63,934	42,513	380,420	380,420
			87 UNL W/10%ETH	5,243	8,744	4,000	4,470	7,948	9,465	12,000	5,500	57,370	57,370
			ULSD CLEAR	44,098	44,689	37,260	29,800	37,195	41,061	51,934	37,013	323,050	323,050
		799 NW 81 STREET		31,215	33,786	45,819	33,288	45,235	36,166	41,594	41,866	308,969	308,969
			87 UNL W/10%ETH	31,215	33,786	45,819	33,288	45,235	36,166	41,594	41,866	308,969	308,969
		8801 NW 58 STREET		132,254	104,729	132,553	93,210	97,227	153,913	134,179	113,261	961,326	961,326
			87 UNL W/10%ETH	29,676	25,883	30,362	27,658	26,279	52,106	41,405	26,370	259,739	259,739
			ULSD CLEAR	102,578	78,846	102,191	65,552	70,948	101,807	92,774	86,891	701,587	701,587
		8950 SW 232 STREET		12,418	21,443	34,371	25,362	32,285	34,251	39,227	20,810	220,167	220,167
			87 UNL W/10%ETH	12,418	7,443	12,478	7,964	6,469	13,412	11,956	3,951	76,091	76,091
			ULSD CLEAR		14,000	21,893	17,398	25,816	20,839	27,271	16,859	144,076	144,076
			ULSD DYED	-							-	-	-
		9109 NW 25 STREET		59,068	56,689	61,546	58,964	45,525	53,439	65,284	53,691	454,206	454,206
			87 UNL W/10%ETH	59,068	56,689	61,546	58,964	45,525	53,439	65,284	53,691	454,206	454,206
	MIAMI DADE HOUSING AGENCY								**163**	**78**	**59**	**300**	**300**
		8255 NW MIAMI COURT							163	78	59	300	300
			ULSD DYED						163	78	59	300	300
	MIAMI DADE ISD/FUMD							**5,141**	**39**	**4,482**	**409**	**10,071**	**10,071**
		101 W FLAGLER ST						45				45	45
			ULSD DYED					45				45	45
		111 NW 1 STREET						4,271				4,271	4,271
			ULSD DYED					4,271				4,271	4,271
		15555 BISCAYNE BLVD							39			39	39
			ULSD DYED						39			39	39
		3501 NW 46 ST								4,482	409	4,891	4,891
			ULSD DYED							4,482	409	4,891	4,891
		601 NW 1 COURT						325				325	325
			ULSD DYED					325				325	325
		701 NW 1 COURT						500				500	500
			ULSD DYED					500				500	500
	MIAMI DADE PARK & RECREATION			**6,318**	**6,849**	**6,513**	**12,623**	**8,928**	**6,684**	**6,699**	**8,940**	**63,554**	**63,554**
		11201 SW 24 STREET				746		1,004			1,110	2,860	2,860
			87 UNL W/10%ETH			512		547			699	1,758	1,758
			ULSD CLEAR					457			411	868	868
			ULSD DYED			234						234	234
		11395 SW 79 STREET		215								215	215
			ULSD DYED	215								215	215
		12400 SW 152 STREET		1,456	2,156	1,093	1,251	2,460	1,603	1,274	1,200	12,493	12,493
			87 UNL W/10%ETH	1,063	1,333	762	1,001	1,165	1,171	999	987	8,481	8,481
			ULSD DYED	393	823	331	250	1,295	432	275	213	4,012	4,012
		1275 NE 79 STREET					6,938					6,938	6,938
			ULSD DYED				6,938					6,938	6,938
		17530 W DIXIE HWY			541			533			467	1,541	1,541
			87 UNL W/10%ETH		291			284			217	792	792
			ULSD DYED		250			249			250	749	749
		6700 CRANDON BLVD		895	1,403	1,168	744	770	1,668	861	876	8,385	8,385
			87 UNL W/10%ETH	460	653	767	377	299	853	395	420	4,224	4,224
			ULSD DYED	435	750	401	367	471	815	466	456	4,161	4,161
		6801 MIAMI GARDENS DR		663	825	761	840	840	750	830	1,508	7,017	7,017
			87 UNL W/10%ETH	323	398	410	450	416	375	385	708	3,465	3,465
			ULSD DYED	340	427	351	390	424	375	445	800	3,552	3,552
		7929 ATLANTIC WAY		1,698	1,700	2,145	1,920	2,778	2,104	2,586	3,086	18,017	18,017
			ULSD DYED	1,698	1,700	2,145	1,920	2,778	2,104	2,586	3,086	18,017	18,017
		8520 SW 152 AVENUE					198			200		398	398
			ULSD DYED				198			200		398	398
		9300 SW 152 STREET		1,391	224	600	732	543	559	948	693	5,690	5,690
			87 UNL W/10%ETH	929		500	498	300	306	448	458	3,439	3,439
			ULSD DYED	462	224	100	234	243	253	500	235	2,251	2,251
	MIAMI DADE POLICE DEPARTMENT									**2,000**	**1,465**	**3,465**	**3,465**
		10000 SW 142 AVENUE									200	200	200
			ULSD DYED								200	200	200
		10800 SW 211 STREET									120	120	120
			ULSD DYED								120	120	120
		15665 BISCAYNE BLVD									145	145	145
			ULSD DYED								145	145	145
		18805 NW 27 AVENUE									300	300	300
			ULSD DYED								300	300	300
		5975 MIAMI LAKES DRIVE									56	56	56
			ULSD DYED								56	56	56
		7617 SW 117 AVENUE									92	92	92
			ULSD DYED								92	92	92
		7707 SW 117 AVENUE									152	152	152
			ULSD DYED								152	152	152
		799 NW 81 STREET									300	300	300
			ULSD DYED								300	300	300
		9105 NW 25 STREET								2,000		2,000	2,000
			ULSD DYED							2,000		2,000	2,000
		9601 NW 58 STREET									100	100	100
			ULSD DYED								100	100	100
	MIAMI DADE SOLID WASTE MANAGEMENT								**121**			**121**	**121**
		6990 NW 97 AVENUE							121			121	121
			ULSD DYED						121			121	121
	MIAMI DADE TRANSIT			**612,081**	**569,486**	**559,953**	**484,178**	**529,331**	**535,778**	**521,507**	**457,594**	**4,269,908**	**4,269,908**
		20500 SW 112 AVENUE				356						356	356
			ULSD CLEAR			356						356	356
		2775 SW 74 AVENUE		246,955	232,477	253,828	224,958	239,892	239,276	239,629	200,915	1,877,930	1,877,930
			87 UNL W/10%ETH	1,690	1,380	770	1,715	1,560	1,294	2,025	1,294	11,728	11,728
			ULSD CLEAR	245,265	231,097	253,058	223,243	238,332	237,982	237,604	199,621	1,866,202	1,866,202
		3300 NW 32 AVENUE		96,487	63,300	44,757	18,751	18,491	26,204	11,540	3,968	283,498	283,498
			87 UNL W/10%ETH		3,700		3,842	3,600	3,875	4,100	3,968	23,085	23,085
			ULSD CLEAR	96,487	59,600	44,757	14,909	14,891	22,329	7,440		260,413	260,413
		3331 NW 31 STREET		3,100		1,650						4,750	4,750
			87 UNL W/10%ETH	3,100		1,650						4,750	4,750
		360 NE 185 STREET		261,041	265,209	247,254	236,204	262,019	261,585	261,581	243,802	2,038,695	2,038,695

MIAMI DADE	MIAMI DADE TRANSIT	360 NE 185 STREET	87 UNL W/10%ETH	1,000	1,150	1,150	696	1,328	1,294	1,686	1,100	9,404	9,404
			ULSD CLEAR	260,041	264,059	246,104	235,508	260,691	260,291	259,895	242,702	2,029,291	2,029,291
		6601 NW 72 AVENUE		4,498	8,500	12,108	4,265	8,929	8,713	8,757	8,909	64,679	64,679
			87 UNL W/10%ETH	4,498	4,400	7,604	4,265	4,514	4,442	4,277	8,909	42,909	42,909
			ULSD CLEAR		4,100	4,504		4,415	4,271	4,480		21,770	21,770
	MIAMI DADE WATER & SEWER			**29,740**	**80,440**	**42,919**	**96,802**	**39,168**	**121,746**	**222,670**	**259,220**	**892,705**	**892,705**
		1100 W 2 AVENUE									36,978	36,978	36,978
			ULSD DYED								36,978	36,978	36,978
		2575 NE 151 STREET					29,784			22,255	44,426	96,465	96,465
			ULSD DYED				29,784			22,255	44,426	96,465	96,465
		390 NW N RIVER DRIVE		7,443	14,893	7,462	7,443	14,856	7,439	14,846	14,797	89,179	89,179
			ULSD DYED	7,443	14,893	7,462	7,443	14,856	7,439	14,846	14,797	89,179	89,179
		3989 RICKENBACKER CAUSEWAY				7,451	7,448		14,868		37,027	66,794	66,794
			ULSD DYED			7,451	7,448		14,868		37,027	66,794	66,794
		6800 SW 87 AVENUE		14,878	35,779	14,868	52,127		81,756	178,150	51,868	429,426	429,426
			ULSD DYED	14,878	35,779	14,868	52,127		81,756	178,150	51,868	429,426	429,426
		8950 SW 232 STREET		7,419	29,768	13,138		24,312	17,683	7,419	74,124	173,863	173,863
			ULSD DYED	7,419	29,768	13,138		24,312	17,683	7,419	74,124	173,863	173,863
Grand Total				**1,631,688**	**1,575,759**	**1,613,945**	**1,510,326**	**1,601,648**	**1,692,608**	**1,899,143**	**1,666,930**	**13,192,047**	**13,192,047**

Internal Services Department
Procurement Management Division

Addendum No. 2

To: All Potential Bidders **Date:** 8/14/19

Invitation to Quote No.: ITQ-676-A-19-21
Title: Gasoline and Diesel, Transport and Tank Wagon

This Addendum becomes part of the above-mentioned Invitation To Quote (ITQ)

A. Exhibit C are copies of additional invoices and bill of lading to the ones released in Addendum 1, for informational purposes only.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Jesus Lee
Procurement Contracting Officer 3
CC: Clerk of the Board
Bruce Libhaber, Assistant County Attorney
DTPW

Solicitation
ITB-676-A-19-21

Exhibit C
Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454744-IN
Invoice Date: 7/8/2019

Purchase Order: 45017
Order Date 7/8/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
POLICE HEADQUARTERS
9109 NW 25 STREET
MIAMI, FL 33172-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
739726	FR	FR	NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,499.00	8,380.00	1.8237	15,282.61
87 OCTANE		Whse: 999	Opis: 1.8637	Diff: -0.0400	
FED EXC LUST GOVT TAX				0.00100	8.38
FL INSPECTION FEE				0.00125	10.48
FL LOCAL OPTION TAX				0.17800	1,491.64
FL MOTOR FUEL TAX				0.18100	1,516.78
FL POLLUTION TAX				0.02071	173.55
MIAMI DADE INS FEE (.25%)				0.00456	38.21
MIAMI DADE USER FEE (2%)				0.03647	305.62
			Taxes and Fees Subtotal		3,544.66

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/11/19
VERIFIED BY: MJL
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 11 2019
By

Net Invoice:	18,827.27
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,827.27

8/15/2019 4:34 AM

Solicitation ITQ-676-A-19-21

Exhibit C

45017

LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT

NOT NEGOTIABLE

506

FOR CHEMICAL EMERGENCY SPILL, LEAK,FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CCN 4886

SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignor in effect on the date of the issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs legally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below is in compliance with the applicable standards for volatility in effect at the time of the product transfer and has been additized, except where otherwise noted, in accordance with requirements specified under Section 211 of the Clean Air Act.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

BOL NUMBER 739726

RECEIVED BY CARRIER PER DRIVER
x William Hernandez

RECEIVED AT DESTINATION
CUSTOMER

SUPPLYING TERMINAL: CITGO Petroleum Corp, 801 Southeast 28th Street Ft. Lauderdale, FL 33316 **EPA #:** 404481805 **TCN #:** T65FL2157 **SPLC #:** 499440 **PLANT #:** 3103 **TERMINAL PHONE NO.:** 954.525.6742

D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM	UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED(GL)
X	UN1203	GASOLINE	3	PGII, 1 cargo tank	8499
				Total :	8499

CONSIGNEE: (SOLD TO) SUNSHINE GASOLINE DIST INC/UNBR - MIAMI, FL 33172
PO/CUST REF #:
LOAD RACK: Bay 1
LOAD START: 7/8/2019 06:55
LOAD END: 7/8/2019 07:05

DESIGNEE: (SHIP TO) SUNSHINE GASOLINE DIST INC/UNBR - FL DEL , FL
CUSTOMER TYPE: UnBranded
CUSTOMER DEST: 227399
CUSTOMER CARD: 227399
CUSTOMER FEIN:

CARRIER: ESP FUELING LLC DBA ESP TRANSPOR 1075 E 29TH ST HIALEAH, FL 33013
SCAC: ESPF
CARRIER FEIN: 81-3731019
TRAILER: ESPF 70

SUPPLIER: 9901-CITGO PETROLEUM CORP - ,
SHIPPER: 9903-CITGO PETROLEUM UNBRANDED - ,
TAX LICENSE:
DRIVER CARD: 35218
DRIVER NAME: William Hernandez
VAPOR ID:

FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
12800	GAS 87OCT >=9.0RVP 10%E CFG	8499	8380	60.5	80.56	87	0	1,2,3,4,5,6
	Gasoline:	7648	7539					
	Ethanol:	851	841					

Miami-Dade County

1.E10: Contains between 9 and 10 vol % ethanol. Do not mix with gasoline containing anything other than between 9 and 10 vol % ethanol.
2.Conventional Gasoline. This product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.
3.No assigned RINs Transferred by CITGO Petroleum Corp.
4.This gasoline should not be sold or used in convetional gasoline non-attainment areas requiring gasoline with a maxium RVP of 7.8 PSI or less
5.During the EPA Regulatory Control Period defined in 40 CFR 80.27(a)(2)(ii) and/or applicable State Implementation Plan time period: The RVP does not exceed 10.0 psi. The 1 psi RVP waiver applies to this gasoline.
6.The Shipper listed on this document is responsible for the collection and remittance of all applicable origin and destination state taxes for the transactions listed on this document.

H dash

EMERGENCY RESPONSE, HEALTH and PHYSICAL HAZARDS

GASOLINE....UN1203 (ALL GRADES) ETHANOL AND GASOLINE MIXTURE, GREATER THAN 10% ETHANOL....UN3475 DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED
FUEL OIL.... NA1993 KEROSENE....UN1223 FUEL AVIATION....UN1863 (TURBINE ENGINE) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED
ETHANOL....UN1170 (DENATURED ETHANOL) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED. CANNOT BE MADE NON-TOXIC

POTENTIAL HAZARDS

FIRE OR EXPLOSION: •HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks or flames. •Vapors may form explosive mixtures with air. •Vapors may travel to source of ignition and flash back. •Most vapors are heavier than air, they will spread along ground and collect in low or confined areas (sewers, basements, tanks). •Vapor explosion hazard indoors, outdoors or in sewers. •Runoff to sewer may create fire or explosion hazard. •Containers may explode when heated. •Many liquids are lighter than water.
HEALTH: •Fire may produce irritating, corrosive and/or toxic gases. •Vapors may cause dizziness or suffocation. •Runoff from fire control or dilution water may cause pollution.

PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

•Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. •Keep unauthorized personnel away. •Stay upwind. •Keep out of low areas. •Ventilate closed spaces before entering.
PROTECTIVE CLOTHING: •Wear positive pressure self-contained breathing apparatus (SCBA). •Structural firefighters' protective clothing will only provide limited protection.
EVACUATION: •**Large Spill:** •Consider initial downwind evaluation for at least 300 meters (1000 feet). •**FIRE:** If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meets (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

EMERGENCY RESPONSE

FIRE: CAUTION: All of these products have a very low flash point: Use of water spray when fighting fire may be inefficient. •**Small Fires:** •Dry chemical, CO2, water spray or regular foam. Alcohol resistant foam is required for ethanol (Denatured Alcohol) and ethanol and gasoline mixtures. •**Large Fires:** Water, spray, fog or foam. •Do not use straight streams. •Move containers from fire area if you can do it without risk. •**Fire involving Tank or Car / Trailer loads:** Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. •Cool containers with flooding quantities of water until well after fire is out. •Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. •ALWAYS stay away from the ends of tanks. •For massive fire, use unmanned hose holders or monitor nozzles: If this is impossible, withdraw from area and let fire burn.
SPILL OR LEAK: •ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). •All equipment used when handling the product must be grounded. •Do not touch or walk through spill material. •Stop leak if you can do it without risk. •Prevent entry into waterways, sewers, basements or confined areas. •A Vapor suppressing foam may be used to reduce vapors. •Absorb or cover with dry earth, sand or other non-combustible material, transfer to containers. •Use clean non-sparking tools to collect absorbed material. •**Large Spills:** •Dike far ahead of liquid spill for later disposal. •Water spray may reduce vapor; but may not prevent ignition in closed spaces.
FIRST AID: •Move victim to fresh air. •Call emergency medical care. •Apply artificial respiration if victim is not breathing. •Administer oxygen if breathing is difficult. •Remove and isolate contaminated clothing and shoes. •In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. •Wash skin with soap and water. •Keep victim warm and quiet. •Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

8/15/2019 4:34 AM

Exhibit C
Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0457257-IN
Invoice Date: 7/25/2019

Purchase Order: 45110
Order Date 7/25/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3A
18701 NE 6 AVENUE
MIAMI, FL 33179-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
362308	FR	FR	NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	7,502.00	7,403.00	1.9443	14,393.65
CLEAR DIESEL		Whse: 999	Opis: 1.9943	Diff:	-0.0500
FED EXC LUST GOVT TAX				0.00100	7.40
FL LOCAL OPTION TAX-DSL				0.14800	1,095.64
FL MOTOR FUEL TAX-DSL				0.18100	1,339.94
FL POLLUTION TAX				0.02071	153.32
MIAMI DADE INSP FEE (.25%)				0.00486	35.98
MIAMI DADE USER FEE (2%)				0.03889	287.90
			Taxes and Fees Subtotal		2,920.18

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505

BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/30/19
VERIFIED BY: MW
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 30 2019
By

Net Invoice:	17,313.83
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	17,313.83

Solicitation
ITQ-676-A-1521

45110 Exhibit C

MOTIVA

BILL OF LADING

ORIGINAL

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES EAST TERMINAL
1500 SE 26TH ST
Ft. Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0012326101 SUNSHINE GASOLINE DI
ACCOUNT: 0020004390 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: 724 S FLAGLER AVE
HOMESTEAD FL 33030-7247

BOL# 0000362308 EPA# 429581240 Folio: 07/019
TransID: 530 3rd Party Ref: 000002699 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-25 07:56 Load Stop: 2019-07-25 08:08
CARRIER: PENN TANK LINES
SCAC: PTAL TRACTOR: TRAILER: 1941179
DRIVER: 00005095 VILUS, JERRY
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2154

Product Summary

HM	Hazardous Materials Description	Gals
X	NA 1993, DIESEL FUEL, 3, III 1 - T/T	7502
	TOTALS[GALS]:	7502

Totals by Grade	Gross	Net
BR ULSD #2D (S-15 PPM)	7502	7403

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
SHG025	BR ULSD #2D (S-15 PPM)	4101	4047	87.9	36.9	02	0301	1200
SHG025	BR ULSD #2D (S-15 PPM)	3401	3356	88.2	36.9	02	0201	1200

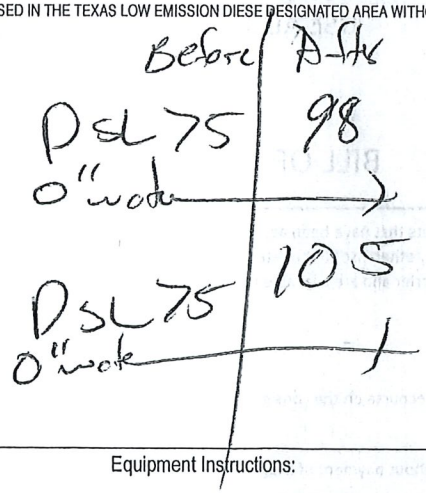
Miami-Dade County

Shop 3A

Product Message

#2D 15 PPM SULFUR MOTOR VEHICLE DIESEL FUEL. THIS PRODUCT IS 15 PPM SULFUR (MAXIMUM) UNDYED ULTRA-LOW SULFUR DIESEL #2 FEUL. FOR USE IN ALL DIESEL VEHICLES AND ENGINES. THIS DISTILLATE MEETS ALL FEDERAL AND STATE REQUIREMENTS FOR ON-ROAD (ON-HIGHWAY) MOTOR VEHICLE USE, HOWEVER IT IS NOT APPROVED FOR DIESEL MOTOR VEHICLES USE IN CALIFORNIA UNDER CARB DIESEL REGULATIONS.

NON-DYED DIESEL FUEL, NO VISIBLE EVIDENCE OF DYE. THIS PERODUCT MAY NOT BE USED IN THE TEXAS LOW EMISSION DIESE DESIGNATED AREA WITHOUT FURTHER PROCESSING.



Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: VILUS, JERRY
Signature:

Received By:

8/15/2019 4:34 AM

Exhibit C

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454250-IN
Invoice Date: 7/3/2019

Purchase Order: 45003
Order Date 7/3/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 2
6100 SW 87 AVENUE
MIAMI, FL 33173-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
739492			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,499.00	8,369.00	1.7752	14,856.65
87 OCTANE		Whse: 999	Opis: 1.8152	Diff: -0.0400	
FED EXC LUST GOVT TAX				0.00100	8.37
FL INSPECTION FEE				0.00125	10.46
FL LOCAL OPTION TAX				0.17800	1,489.68
FL MOTOR FUEL TAX				0.18100	1,514.79
FL POLLUTION TAX				0.02071	173.32
MIAMI DADE INS FEE (.25%)				0.00444	37.16
MIAMI DADE USER FEE (2%)				0.03550	297.10
		Taxes and Fees Subtotal			3,530.88

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/9/19
VERIFIED BY: MJ
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 09 2019
By

Net Invoice:	18,387.53
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,387.53

8/15/2019 4:34 AM

LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT

NOT NEGOTIABLE

FOR CHEMICAL EMERGENCY SPILL, LEAK,FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CCN 4886

SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignor in effect on the date of the issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs legally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below is in compliance with the applicable standards for volatility in effect at the time of the product transfer and has been additized, except where otherwise noted, in accordance with requirements specified under Section 211 of the Clean Air Act.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

BOL NUMBER 739492

RECEIVED BY CARRIER PER DRIVER
x Livan Torres

RECEIVED AT DESTINATION
CUSTOMER

SUPPLYING TERMINAL:	CITGO Petroleum Corp 801 Southeast 28th Street Ft. Lauderdale, FL 33316	**EPA #:**	404481805	**TCN #:**	T65FL2157	**SPLC #:** **PLANT #:**	499440 3103	**TERMINAL** **PHONE NO.:**	954.525.6742

D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM	UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED(GL)
X	UN1203	GASOLINE	3	PGII, 1 cargo tank	8499
				Total :	8499

CONSIGNEE: (SOLD TO) SUNSHINE GASOLINE DIST INC/UNBR - MIAMI, FL 33172

PO/CUST REF #:

LOAD RACK: Bay 3

LOAD START: 7/3/2019 13:48

LOAD END: 7/3/2019 13:59

DESIGNEE: (SHIP TO) SUNSHINE GASOLINE DIST INC/UNBR - FL DEL , FL

CUSTOMER TYPE: UnBranded

CUSTOMER DEST: 227399

CUSTOMER CARD: 227399

CUSTOMER FEIN:

CARRIER: ESP FUELING LLC DBA ESP TRANSPOR 1075 E 29TH ST HIALEAH, FL 33013

SCAC: ESPF

CARRIER FEIN: 81-3731019

TRAILER: ESPF 5109

SUPPLIER: 9901-CITGO PETROLEUM CORP - ,

SHIPPER: 9903-CITGO PETROLEUM UNBRANDED - ,

TAX LICENSE:

DRIVER CARD: 34594

DRIVER NAME: Livan Torres

VAPOR ID:

FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
12800	GAS 87OCT >=9.0RVP 10%E CFG	8499	8369	63.6	81.82	87	0	1,2,3,4,5,6
	Gasoline:	7649	7531					
	Ethanol:	850	838					

1.E10: Contains between 9 and 10 vol % ethanol. Do not mix with gasoline containing anything other than between 9 and 10 vol % ethanol.
2.Conventional Gasoline. This product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.
3.No assigned RINs Transferred by CITGO Petroleum Corp.
4.This gasoline should not be sold or used in convetional gasoline non-attainment areas requiring gasoline with a maxium RVP of 7.8 PSI or less
5.During the EPA Regulatory Control Period defined in 40 CFR 80.27(a)(2)(ii) and/or applicable State Implementation Plan time period: The RVP does not exceed 10.0 psi. The 1 psi RVP waiver applies to this gasoline.
6.The Shipper listed on this document is responsible for the collection and remittance of all applicable origin and destination state taxes for the transactions listed on this document.

EMERGENCY RESPONSE, HEALTH and PHYSICAL HAZARDS

GASOLINE....UN1203 (ALL GRADES) ETHANOL AND GASOLINE MIXTURE, GREATER THAN 10% ETHANOL....UN3475 DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED
FUEL OIL.... NA1993 KEROSENE....UN1223 FUEL AVIATION....UN1863 (TURBINE ENGINE) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED
ETHANOL....UN1170 (DENATURED ETHANOL) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED. CANNOT BE MADE NON-TOXIC

POTENTIAL HAZARDS

FIRE OR EXPLOSION: •HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks or flames. •Vapors may form explosive mixtures with air. •Vapors may travel to source of ignition and flash back. •Most vapors are heavier than air, they will spread along ground and collect in low or confined areas (sewers, basements, tanks). •Vapor explosion hazard indoors, outdoors or in sewers. •Runoff to sewer may create fire or explosion hazard. •Containers may explode when heated. •Many liquids are lighter than water.
HEALTH: •Fire may produce irritating, corrosive and/or toxic gases. •Vapors may cause dizziness or suffocation. •Runoff from fire control or dilution water may cause pollution.

PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

•Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. •Keep unauthorized personnel away. •Stay upwind. •Keep out of low areas. •Ventilate closed spaces before entering.
PROTECTIVE CLOTHING: •Wear positive pressure self-contained breathing apparatus (SCBA). •Structural firefighters' protective clothing will only provide limited protection.
EVACUATION: •**Large Spill:** •Consider initial downwind evaluation for at least 300 meters (1000 feet). •**FIRE:** If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meets (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

EMERGENCY RESPONSE

FIRE: CAUTION: All of these products have a very low flash point: Use of water spray when fighting fire may be inefficient. •**Small Fires:** •Dry chemical, CO2, water spray or regular foam. Alcohol resistant foam is required for ethanol (Denatured Alcohol) and ethanol and gasoline mixtures. •**Large Fires:** Water, spray, fog or foam. •Do not use straight streams. •Move containers from fire area if you can do it without risk. •**Fire involving Tank or Car / Trailer loads:** Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. •Cool containers with flooding quantities of water until well after fire is out. •Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. •ALWAYS stay away from the ends of tanks. •For massive fire, use unmanned hose holders or monitor nozzles: If this is impossible, withdraw from area and let fire burn.
SPILL OR LEAK: •ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). •All equipment used when handling the product must be grounded. •Do not touch or walk through spill material. •Stop leak if you can do it without risk. •Prevent entry into waterways, sewers, basements or confined areas. •A Vapor suppressing foam may be used to reduce vapors. •Absorb or cover with dry earth, sand or other non-combustible material, transfer to containers. •Use clean non-sparking tools to collect absorbed material. •**Large Spills:** •Dike far ahead of liquid spill for later disposal. •Water spray may reduce vapor; but may not prevent ignition in closed spaces.
FIRST AID: •Move victim to fresh air. •Call emergency medical care. •Apply artificial respiration if victim is not breathing. •Administer oxygen if breathing is difficult. •Remove and isolate contaminated clothing and shoes. •In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. •Wash skin with soap and water. •Keep victim warm and quiet. •Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

Internal Services Department
Procurement Management Division

Addendum No. 3

To: All Potential Bidders **Date:** 8/15/19

Invitation to Quote No.: ITQ-676-A-19-21
Title: Gasoline and Diesel, Transport and Tank Wagon

This Addendum becomes part of the above-mentioned Invitation To Quote (ITQ)

A. The Solicitation End Date has been changed from August 16, 2019 to August 23, 2019.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Jesus Lee
Procurement Contracting Officer 3
CC: Clerk of the Board
Bruce Libhaber, Assistant County Attorney
DTPW

Question and Answers for Solicitation #ITQ-676-A-19-21 - Gasoline and Diesel, Transport and Tank Wagon

Overall Solicitation Questions

Question 1

What happens if a site orders 7,000 gallons? Will a minimum freight charge be allowed? **(Submitted: Jul 22, 2019 2:22:37 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 2

Can you please provide a gas invoice(s)? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:12 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 3

Can you please provide a diesel invoice(s)? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:20 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 4

Can you please provide a gas bill of lading? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:34 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 5

Can you please provide a diesel bill of lading? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:44 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 6

If less than the 7500 gallons for full transport is ordered, is the vendor to apply the tankwagon differential? **(Submitted: Jul 26, 2019 9:07:58 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 7

Please provide annual usage for each product by site. **(Submitted: Jul 26, 2019 9:08:20 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 8

Will Miami Dade accept diesel blended with 10% biodiesel? **(Submitted: Jul 26, 2019 1:06:45 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 9

Will Miami Dade accept diesel blended with 20% biodiesel? **(Submitted: Jul 26, 2019 1:06:51 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 10

For the MDFR Weekly Top Off Schedule: Please provide an anticipated usage of these facilities. The tanks are 1-2k. Why are they not in Group D? Why not place them in Group D as they are the same small deliveries. Specifically, what is the typical delivery and is there any remote capability of monitoring these tanks? **(Submitted: Jul 26, 2019 1:22:36 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 11

As scoring goes, please review the gallons in the Lot Descriptions and ensure that they are representative of the % of the fuel being supplied? For example, if the lot award is made on 5000 of TT gasoline and 45000 gallons of Mid Grade, as noted in the first two lots, that would sway the scoring. **(Submitted: Jul 26, 2019 1:23:04 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 12

Please confirm that % of local and county preference is applied to the bid markup/differential and NOT to the overall contract value/zone value or fuel price value. **(Submitted: Jul 26, 2019 1:23:17 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 13

Can we split the pricing for Net 15 for transits (bulk of volume) as they are capable of paying that fast and Net 30 for all others? **(Submitted: Jul 26, 2019 1:23:25 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 14

Is the Transit federally funded? **(Submitted: Jul 26, 2019 1:23:47 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 15

If the Transit is federally funded can the local/County preference be removed from the evaluation? **(Submitted: Jul 26, 2019 1:24:26 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 16

Is Group D fueling seasonal or for emergencies only? **(Submitted: Jul 26, 2019 1:24:45 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 17

What is the extent of the fueling requirements for Group D? **(Submitted: Jul 26, 2019 1:28:16 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 18

Are Group D sites keep fill? **(Submitted: Jul 26, 2019 1:28:26 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 19

Are Group D sites will call/ordered? **(Submitted: Jul 26, 2019 1:28:40 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 20

To confirm, if we do not bid Group D, our bid will be rejected? **(Submitted: Jul 26, 2019 1:29:02 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 21

Is the fuel for Group D for generators to generate electricity? **(Submitted: Jul 26, 2019 1:29:17 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

ATTACHMENT A

CONTRACT FOR GASOLINE AND DIESEL, TRANSPORT & TANK WAGON

MIAMI-DADE COUNTY

- **ITQ No. 676-A-19-21**
- **Notice of Award**

Solicitation ITQ-676-A-19-21

Gasoline and Diesel, Transport and Tank Wagon

Solicitation Designation: Private

Miami-Dade County

Solicitation ITQ-676-A-19-21
Gasoline and Diesel, Transport and Tank Wagon

Solicitation Number	ITQ-676-A-19-21
Solicitation Title	Gasoline and Diesel, Transport and Tank Wagon
Expected Expenditure	$0.00 (This price is expected - not guaranteed)
Solicitation Start Date	Jul 17, 2019 2:45:03 PM EDT
Solicitation End Date	Aug 23, 2019 6:00:00 PM EDT
Question & Answer End Date	Jul 26, 2019 8:30:00 PM EDT
Solicitation Contact	Jesus Lee 305-375-4264 fjl@miamidade.gov
Solicitation Contact	Vanessa Stroman Procurement Contracting Manager ISD - Procurement Management Services 305-375-4263 Vanessa.Stroman@miamidade.gov
Contract Duration	See Bid Documents
Contract Renewal	See Bid Documents
Prices Good for	See Bid Documents
Solicitation Comments	Please refer to the solicitation document for Method of Award. All quantities listed in this solicitation are estimates only and are NOT guaranteed.

Addendum # 1

New Documents	ADDENDUM NO. 1, ITQ-676-A-19-21.pdf Exhibit A, Examples of Diesel and Gas invoices with BOLs.pdf Exhibit B, fuel delivery data report.xlsx		
Previous End Date	Aug 9, 2019 6:00:00 PM EDT	New End Date	Aug 16, 2019 6:00:00 PM EDT

Addendum # 2

New Documents	ADDENDUM NO. 2, ITQ-676-A-19-21.pdf Exhibit C, Additional Examples of Diesel and Gas invoices with BOLs.pdf

Addendum # 3

New Documents	ADDENDUM NO. 1, ITQ-676-A-19-21.pdf ADDENDUM NO. 2, ITQ-676-A-19-21.pdf

	ADDENDUM NO. 3, ITQ-676-A-19-21.pdf
Removed Documents	ADDENDUM NO. 1, ITQ-676-A-19-21.pdf ADDENDUM NO. 2, ITQ-676-A-19-21.pdf
Previous End Date	Aug 16, 2019 6:00:00 PM EDT
New End Date	Aug 23, 2019 6:00:00 PM EDT

Item Response Form

Item	ITQ-676-A-19-21–01-01 - Group A, Gasoline: Transport Truck Deliveries, Payment NET 45 Regular
Lot Description	Gasoline
Quantity	5000 gallon
Unit Price	
Delivery Location	Miami-Dade County No Location Specified Qty 5000

Description
Transport Truck Deliveries, Payment NET 45 Regular

Item	ITQ-676-A-19-21–01-02 - Group A, Gasoline: Transport Truck Deliveries, Payment NET 45 Mid-Grade
Lot Description	Gasoline
Quantity	45000 gallon
Unit Price	
Delivery Location	Miami-Dade County No Location Specified Qty 45000

Description
Transport Truck Deliveries, Payment NET 45 Mid-Grade

Item	ITQ-676-A-19-21–01-03 - Group A, Gasoline: Transport Truck Deliveries, Payment NET 45 Premium
Lot Description	Gasoline
Quantity	17250 gallon
Unit Price	
Delivery Location	Miami-Dade County No Location Specified Qty 17250

Description
Transport Truck Deliveries, Payment NET 45 Premium

Item	**ITQ-676-A-19-21–01-04 - Group A, Gasoline: Tank Wagon Deliveries, Payment NET 45 Regular**
Lot Description	**Gasoline**
Quantity	**65000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 65000

Description
Tank Wagon Deliveries, Payment NET 45 Regular

Item	**ITQ-676-A-19-21–01-05 - Group A, Gasoline: Tank Wagon Deliveries, Payment NET 45 Mid-Grade**
Lot Description	**Gasoline**
Quantity	**135000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 135000

Description
Tank Wagon Deliveries, Payment NET 45 Mid-Grade

Item	**ITQ-676-A-19-21–01-06 - Group A, Gasoline: Tank Wagon Deliveries, Payment NET 45 Premium**
Lot Description	**Gasoline**
Quantity	**51750 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 51750

Description
Tank Wagon Deliveries, Payment NET 45 Premium

Item	**ITQ-676-A-19-21–01-07 - Group A, Gasoline: Transport Truck Deliveries, Payment NET 15 Regular**
Lot Description	**Gasoline**
Quantity	**7500000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 7500000

Description
Transport Truck Deliveries, Payment NET 15 Regular

Item	**ITQ-676-A-19-21–01-08 - Group A, Gasoline: Tank Wagon Deliveries, Payment NET 15 Regular**
Lot Description	Gasoline
Quantity	**200000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 200000

Description
Tank Wagon Truck Deliveries, Payment NET 15 Regular

Item	**ITQ-676-A-19-21–02-01 - Group B, Diesel: Transport Truck Deliveries, ULSD No. 2 (Clear) Payment NET 45**
Lot Description	Diesel
Quantity	**470000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 470000

Description
Transport Truck Deliveries, ULSD No. 2 (Clear) Payment Net 45

Item	**ITQ-676-A-19-21–02-02 - Group B, Diesel: Transport Truck Deliveries, ULSD No. 2 (Red Dye) Payment Net 45**
Lot Description	Diesel
Quantity	**1800000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified **Qty** 1800000

Description
Transport Truck Deliveries, ULSD No. 2 (Red Dye) Payment Net 45

Item	**ITQ-676-A-19-21–02-03 - Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 45**
Lot Description	Diesel
Quantity	**86000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County**

No Location Specified

Qty 86000

Description
Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 45

Item	**ITQ-676-A-19-21–02-04 - Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 45**
Lot Description	**Diesel**
Quantity	**219000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified

Qty 219000

Description
Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 45

Item	**ITQ-676-A-19-21–02-05 - Group B, Diesel: Transport Truck Deliveries, ULSD No. 2 (Clear) Payment Net 15**
Lot Description	**Diesel**
Quantity	**14820000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified

Qty 14820000

Description
Transport Truck Deliveries, ULSD No. 2 (Clear) Payment Net 15

Item	**ITQ-676-A-19-21–02-06 - Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 15**
Lot Description	**Diesel**
Quantity	**40000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified

Qty 40000

Description
Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 15

Item	**ITQ-676-A-19-21–02-07 - Group B, Diesel: Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 15**
Lot Description	**Diesel**
Quantity	**1000 gallon**

Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified Qty 1000

Description
Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 15

Item	**ITQ-676-A-19-21-03-01 - Group C, Diesel Clear for MDFR: Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 15**
Lot Description	**Diesel, Clear for Miami-Dade Fire Rescue Stations**
Quantity	**580000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified Qty 580000

Description
Tank Wagon Deliveries, ULSD No. 2 (Clear) Payment Net 15

Item	**ITQ-676-A-19-21-04-01 - Group D, Red Diesel Dyed): Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 45**
Lot Description	**Red Dyed Diesel for Miami-Dade Public Housing and Community Development (PHCD).**
Quantity	**20000 gallon**
Unit Price	
Delivery Location	**Miami-Dade County** No Location Specified Qty 20000

Description
Tank Wagon Deliveries, ULSD No. 2 (Red Dye) Payment Net 45

BID NO.: ITQ-676-A-19-21
Gasoline and Diesel, Transport and Tank Wagon
Aug 23, 2019

MIAMI-DADE COUNTY, FLORIDA

I N V I T A T I O N
T O B I D

TITLE:
Gasoline and Diesel, Transport and Tank Wagon

FOR INFORMATION CONTACT:
Jesus Lee, 305-375-4264, fjl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ALL BIDDERS/PROPOSERS RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.

SECTION 1

GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County, Strategic Procurement Division's webpage by clicking on the below link:

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r18-2.pdf

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NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning the scope of services/technical specifications please, utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit their bid/proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the closing time, or the system will stop the process and the submission will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of Bidder's/Proposer's bid/proposal can be submitted via HARDCOPY, EMAIL, or FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid/proposal must be submitted in accordance with all specifications contained in the solicitation electronically.

MIAMI-DADE COUNTY

QUOTE NO.: ITQ-676-19-21
Gasoline and Diesel, Transport and Tank Wagon

In accordance with the terms and conditions of RTQ-00676, Gasoline and Diesel, pre-qualification Pool (Pool), Miami-Dade County (County) is hereby soliciting price quotes for transport and tank wagon deliveries of bulk gasoline and diesel fuels. By submitting, signing, and uploading a price in response to this Invitation to Quote (ITQ), the pre-qualified Bidder agrees to the terms and conditions of RTQ-000676, Gasoline and Diesel Pre-Qualification Pool, and to the addition and changes to such terms and conditions provided herein. The terms and conditions of pool number RTQ-00676 are available via the link below.
https://www.miamidade.gov/DPMww/ProcurementNAS/pdf_files/RTQ00676/Packet_for_Solicitation_RTQ-00676_w_Add_1..pdf

PURPOSE:
The purpose of this ITQ is to secure price quotes for delivery of un-branded fuel as specified herein for a two (2) year period. Delivery is required starting **November 1, 2019 through October 31, 2021**.

METHOD OF AWARD: BY GROUP
Award for Groups A, B, and C will be made in the aggregate, and Group D will be awarded separately, to the lowest priced responsive, responsible Bidder who meets or exceeds the minimum requirements below and submits a price for all items within these Groups. If a Bidder fails to submit a price for all items, its offer may be rejected. A zero ($0) or negative (-$) dollar value submitted by a Bidder will be accepted as a price.

This ITQ includes four groups: Group A for gasoline, Group B for diesel, Group C diesel for Miami-Dade Fire Rescue stations on a Weekly Top-Off schedule, and Group D diesel (dyed) for the Miami Dade Public Housing and Community Development (PHCD). No County measures or local preferences will be applied to the price evaluation of Group D due to the use of federal funding by PHCD.

MINIMUM REQUIREMENTS FOR THIS ITQ

1. Access to fuel at two ports.

   The apparent low Bidder shall be able to obtain (lift) fuel from at least two Florida ports, other than Port Everglades, with either Tampa or Orlando (to fulfill one port) and Cape Canaveral, Jacksonville or any state of Georgia ports that regularly offers fuel as needed herein (to fulfill the second port).

   Bidders shall upload to BidSync documentation from any terminal operator, or a company who has a contract with a terminal operator at these ports, to the satisfaction of the County. The documentation shall be from each port or a terminal operator in these port(s) in the Bidder's name, or Bidder's supplier's name. Once awarded, the Awarded Bidder shall maintain such access to these or other ports, as may be approved by the County, during the term of this contract.

2. Agreement with a Terminal Operator for fuel.

   Bidder shall have and upload to BidSync an agreement or agreements with at least one Terminal Operator at Port Everglades, or with distributor(s) that have agreements with Terminal Operators at Port Everglades for the purchase of the applicable fuel.

   All Bidders shall provide and upload to BidSync documentation that such agreements provides sufficient amounts of fuel (at the sole discretion of the County) to the Awarded Bidder to supply the County's estimated needs in Section 2, Paragraph 11 herein.

   NOTE: The County reserves the right to request additional documentation and information during evaluation.

3. Common Carrier / Subcontractor

   Bidder shall submit a list of all common carrier(s) / subcontractor(s) Bidder intends to use during the term of this ITQ.

PRICING TERMS:

A. **Price**
Submit a "Differential Per Gallon" price for **Net 45 Day** payment, in accordance with Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in item "C" below. Pricing shall be submitted via BidSync in the

Item Response Form, as a fixed price and shall include all supplies and any and all expenses for the bidders to provide these services under the Contract.

B. Early Payment Discount Price

The Early Payment Discount Price is as follows:
Submit a "Differential Per Gallon" price for **Net 15 Day** payment, in accordance with Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in subparagraph "C" below. Pricing shall be submitted via BidSync in the Item Response Form, as a fixed price and shall include all supplies and any and all expenses for the bidders to provide these services under the Contract.

C. Emergency Fuel Delivery

In accordance with Scope of Services, Section 2, Paragraph 7 herein, entitled Emergency Contingency Plan, the cost for fuel delivered from ports or terminals other than Port Everglades will be reimbursed by the County at the actual market freight rate with no mark-up by the Contractor. The awarded Bidder shall provide documentation of their additional freight cost as a condition of reimbursement. The fuel delivery rate shall be capped at $900.00 per delivery. However, should the need arise, the Awarded Bidder can request approval of a higher rate for a delivery by obtaining prior authorization from the County.

MIAMI-DADE COUNTY

QUOTE NO.: ITQ-676-19-21
Gasoline and Diesel, Transport and Tank Wagon

SECTION 1
SPECIAL TERMS AND CONDITIONS

1. Bidder shall insert unit price as required opposite each line item in BidSync's Item Response Form.
2. The referenced pool (RTQ-00676), this ITQ and any addenda, and/or properly executed modifications, the purchase order (if issued), and change orders (if applicable), constitute the entire contract.
3. All products specified herein shall be fully guaranteed by the awarded Bidder. The awarded Bidder at no cost to the County will correct any product defects and repair any damages facility, equipment or vehicles, which may occur as the result of faulty products such as, but not limited to, fuel contamination. The County does not waive the implied warranties granted under the Uniform Commercial Code or other standards as applicable.
4. All products shall be new and unused.
5. The County may, at its sole option, extend the terms of this ITQ for up to **One Hundred, Twenty (120) calendar days** where the County determines it is in its best interest.
6. Rejected goods remain the property of the Bidder and all risk of loss remains with the Bidder. Bidder must remove all rejected goods from County property within the time frame established by the County.
7. The Internal Services Department Director, or designee, may issue an award under this solicitation. The awarded Bidder shall honor no request for performance until the Director, or designee, has made an award.
8. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, shall be included in the awarded Bidder's price, as the County will not reimburse them separately.
9. All prices shall be quoted F.O.B. destination. Freight (i.e., transport costs) may only be paid by the County pursuant to the "Pricing" section, Paragraph C "Emergency Fuel Delivery" herein. All fuel shall remain property of the Contractor until accepted and signed for by an authorized County representative.
10. The County is exempt from certain taxes and fees (Federal, State, and Local) except applicable taxes and fees listed below, subject to legislative or administrative change as applicable. Please note this list of taxes and fees below is provided as a reference tool only. It is the awarded vendor's responsibility to collect the appropriate taxes and seek all available reimbursements. If the awarded vendor seeks to collect a tax not listed it shall provide the County with justification for such tax. Awarded vendors must register with the Internal Revenue Service as "Ultimate Vendor" on IRS Form 637 (or other appropriate form, if applicable) to apply for federal Excise Tax reimbursement. Upon request, the County will issue awarded vendors a signed Model Certificate P, CERTIFICATE OF STATE USE, and the County's State of Florida, CONSUMER'S CERTIFICATE OF EXEMPTION. It is the awarded vendor's responsibility to request and obtain all required certificate(s) from the County.

Purchase of fuel for County use or other tax exempt entity's use:

Taxes/Fees	County Exemption
Federal	Exempt from Excise Tax Only
State	Not Exempt
Local	Not Exempt

Purchase of fuel for resell to private consumers:

Taxes/Fees	County Exemption
Federal	Not Exempt
State	Not Exempt
Local	Not Exempt

11. The "Differential Per Gallon" shall be fixed and firm for the term of the contract and any extension periods, unless modified by mutual agreement via an executed Supplemental Agreement.

12. The awarded Bidder shall provide first and exclusive priority of its supply of fuel to the County, no matter the source of its fuel during the entire term of this contract including any supply interruptions or shortages.

13. The Awarded Bidder shall endeavor to meet the County's needs at all time, especially during supply interruptions or shortages, by proactively sourcing fuel from any available industry wide source.

14. The following insurance coverage supersedes the insurance coverage in RTQ-00676 and in General Terms and Conditions on page two of this ITQ.

    1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

    2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

    3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than *$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage – Endorsement CA 9948 (or equivalent).

    ***Under no Circumstances** are these contractors permitted on the Airside Operations Area (A.O.A.) side without increasing automotive coverage to $5,000,000.**

15. Special Invoicing Requirements - The Awarded Bidder shall submit an invoice to the County's applicable user department after fuel has been delivered to the site by the Awarded Bidder. Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery of the items. Invoices may be e-mailed pursuant to each user department's needs. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. The invoices shall 1) clearly reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted; 2) pricing information to include unit price and extended total price of fuel provided and all applicable fees, taxes, and discounts; 3) description of all goods and services provided; 4) delivery information to include delivery terms set forth within the Miami-Dade County Release Purchase Order and location and date of delivery of goods and services provided.

16. Invoices and associated back-up documentation shall be submitted electronically by the Awarded Bidder to the applicable County departments as follows:

Aviation Omar Jameison 4331 NW 22 Street Miami, FL 33122 305-876-8498 OJameison@miami-airport.com	**Corrections** Mohammad Haq 2525 NW 62nd Street Miami, FL 33147 786-263-5914 haque@miamidade.gov	**Fire Rescue** Marianela Betancourt 9300 NW 41 Street Doral, FL 33178 786-331-4241 mbetan@miamidade.gov	**Internal Services/Fleet Mgt.** **Fuel Help Desk (305) 375-5186** Jackie Dashtaki (305) 375-3479 or Marsha Wilchcombe (305) 375-2304 111 NW 1st Street Suite 1050 Miami, FL 33128 ISD-FMFC@miamidade.gov
Housing Csonka Ferguson 701 NW 1ST Ct. Floor 16 Miami, FL 33136-3914 786-469-4195 MDHA-AP@miamidade.gov	**Park and Recreation** Jorge Rodriguez 275 NW 2nd Street Miami, FL 33128 305-755-7909 jyr@miamidade.gov	**Police Department** De'Chan Demeritte 9105 NW 25 St Miami, FL 33172 305-471-2520 dademeritte@mdpd.com	**Seaport** Leticia Smith 1015 N. America Way Second Floor Miami, FL 33132 305-347-5506 lcsmith@miamidade.gov
Transit / Public Works Finance Dept. Shared Services Payable Unit 111 N.W. 1st Street 26th Floor Miami, FL 33128	**Water and Sewer** Mercy Ramirez or Patrice Sykes 3071 SW 38th Avenue Miami, FL 33146 (786) 552-8175 merc@miamidade.gov psyke@miamidade.gov	**Department of Solid Waste Management** Marie Brutus 2525 NW 62nd Street, 5th Floor Miami, FL 33147 305 514-6727 payables@miamidade.gov	

The County may at any time designate a different address and/or contact person by giving written notice to the awarded Bidder.

17. Miami-Dade Public Housing and Community Development (PHCD) - Exemption To Certain Clauses Due To The Use Of Federal Funds.

    The Miami Dade Public Housing and Community Development (PHCD) will access the resultant contract of this ITQ. As a federally-funded agency, certain clauses within this ITQ do not apply to PCHD, including: Local Preferences, Small Business Contract Measures, County User Access Program-UAP, Local Certified Service - Disabled Veteran's Business Preference.

    The following clauses do apply to PCHD. The forms mentioned below are attached to the e-mail containing this solicitation.

    a) **HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**
    This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

    b) **Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)**
    Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 2 CFR Part 200, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

    c) **General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**
    This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

18. Miami-Dade Aviation Department - SPECIAL PROVISIONS

A). Compliance with Nondiscrimination Requirements
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

   - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
   - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
   - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been
     acquired because of Federal or Federal-aid programs and projects);
   - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits
     discrimination on the basis of disability); and 49 CFR part 27;
   - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
   - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
   - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
   - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
   - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
   - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
   - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
   - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

C) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. Security Requirements - Immediately upon award notification, the successful Bidder(s) will be given the contact information for each County department listed below to coordinate and satisfy their specific security requirements. This list is not all encompassing and is subject to change. Security requirements may include, but not limited to, completing various security forms and obtaining identification badges for Bidder's employees entering department facilities. It is the Bidder's responsibility to obtain final security approval from each department before the effective date of the term of this ITQ.

    Departments

Miami-Dade Police
Miami-Dade Transit
Miami-Dade Water and Sewer

20. CONTRACTOR LIABILITY

    The awarded Bidder shall be solely responsible for all damage to property, including but not limited to all fuel station facilities, vehicles and equipment of Miami-Dade County or any municipality or agency occurring as a result of or in connection with the furnishing and delivering of fuel product(s) and services hereunder on account of any neglect, fault, or default of the awarded Bidder, it's suppliers or its subcontractors. The awarded Bidder shall upon demand promptly reimburse Miami-Dade County for any payments made by the County on account thereof.

MIAMI-DADE COUNTY

QUOTE NO.: ITQ-676-19-21
Gasoline and Diesel, Transport and Tank Wagon

SECTION 2
SCOPE OF SERVICES

1. **Background**
Miami-Dade County consumes approximately 25 million gallons of various gasoline and diesel fuels each year (see Section 2, Paragraph 11) for its fleet of vehicles, generators, and other equipment. Fuel is stored and distributed at numerous above and below storage tanks at facilities located throughout Miami-Dade County as listed in Attachment A, which is subject to changes due to additions and deletions of locations or tanks during the term of this ITQ. Attachment A is an Excel spreadsheet. The intent of this ITQ is to obtain fuel to meet the County's fuel requirements under normal conditions, and continue to obtain fuel on a first priority basis during emergency conditions that may disrupt the availability of fuel in the general area.

The County is seeking to contract with one Bidder per group that shall have a contract with a fuel distributor(s) or a terminal operator(s), for the supply and delivery of fuels to the County.

2. **Standards**
All fuels shall conform to the latest standards pursuant to the Florida State Department of Agriculture and Consumer Services Division. For fuel with no current standards under the Florida State Department of Agriculture and Consumer Services, the fuel type shall meet all ASTM International standards.

The awarded Bidder shall comply with product and transportation requirements, regulatory mandates, and environmental standards established by the Florida Department of Transportation (FDOT) and the U.S. Environmental Protection Agency (EPA).

3. **Fuel Types and Grades Required**
The types of fuel that the County anticipates purchasing are listed below. However, the County reserves the right, at its sole discretion, to change this list by either adding or deleting fuel types as may become necessary for the County's needs. When a class, type, or category of fuel is needed, the County may request a price quote and provide the specifications for the fuel to the awarded Bidder no less than fifteen (15) days in advance of the first request for such fuel. The County may purchase new fuel types from the awarded Bidder or from other source.

The types of fuel identified for this ITQ are:
a) E10 Gasoline, Regular (to test no less than 87 Octane).
b) E10 Gasoline, Mid-Grade (to test no less than 89 Octane).
c) E10 Gasoline, Premium (to test no less than 91 Octane).
d) Diesel Fuel No. 2, Red-Dyed
e) Diesel Fuel No. 2, Clear

4. **Differential**
Firm and Fixed Service Adder (Differential): This charge shall be defined as consisting of all charges necessary for the awarded Bidder to fully complete and invoice the business transaction inclusive of delivery, profit, and any other fees, except for the Fuel Tax Rates as detailed in Section 1, Paragraph 10.

The County shall pay the awarded Bidder: 1) the price Differential offered; 2) the applicable taxes/fees (per Section 1, Paragraph 10); and 3) the daily fuel price based on the Oil Price Information Service (OPIS) Un-branded (UBD) Contract Rack Average (10:00 am) Report (as illustrated below) for the day of delivery for the appropriate fuel type and category for Miami, Florida. The County will also pay for the emergency fuel delivery fees in accordance with the "Emergency Fuel Delivery" paragraph in the "Pricing" section. The User Access Program (UAP) and the Inspector General (IG) fees will be deducted by the County. Awarded Bidder's invoices shall conform to County requirements. See Sample Invoice at the end of this ITQ.

The following is an illustrative example (subject to change) of the OPIS report for Automotive and Marine (Rec90) Gasoline and Diesel (Clear and Dyed).

Marine Gasoline

MIAMI, FL 20XX-03-11 10:00:04 EDT

"OPIS CONTRACT BENCHMARK FILE"
"OPIS GROSS CLEAR PRICES" 9.0 RVP

	Unl	Mid	Pre
UBD RACK AVG	--	--	2X.XX

Gasoline

MIAMI, FL 20XX-03-11 10:00:49 EDT

"OPIS CONTRACT BENCHMARK FILE"
"OPIS GROSS CBOB ETHANOL (10%) PRICES" 9.0 RVP

	Unl	Mid	Pre
UBD RACK AVG	2XX.XX	2XX.XX	2XX.XX

Clear Diesel

MIAMI, FL 20XX-03-11 10:00:49 EDT

"OPIS CONTRACT BENCHMARK FILE"
"OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES"

	No.2	No.1	Pre
UBD RACK AVG	2XX.XX	--	--

Dyed Diesel

MIAMI, FL 20XX-03-11 10:00:49 EDT

"OPIS CONTRACT BENCHMARK FILE"
"OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES"

	No.2	No.1	Pre
UBD RACK AVG	2XX.XX	--	--

The awarded Bidder shall provide the County written notice of any changes within a reasonable time of all available Federal or State credits and discounts for all fuel types being purchased herein. The awarded Bidder shall apply all applicable credits and discounts to the price charged to the County, and identify and reflect the discount on the applicable invoices.

5. **Fuel Delivery Services**
   A. The awarded Bidder shall have, or be able to contract with a company that has a fleet of fuel trucks capable of accessing (lifting) fuel from Florida and/or Georgia ports and deliver such fuel to numerous County facilities listed on Attachment A. The awarded Bidder may use its own resources or use subcontractors to provide the fuel deliveries.

   B. The awarded Bidder shall make deliveries within twenty-four (24) hours of receipt of a County order or as directed by the County. All deliveries shall be made in accordance with good commercial practice, and within the specified operating hours of the applicable facilities, including fuel deliveries on Saturday and Sunday. In cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder, the Awarded Bidder shall notify the County's authorized representative (at the applicable facility) of the delays, in advance of the

delivery time, so that a revised delivery schedule can be arranged with the County's authorized representative at the applicable facility.

C. The awarded Bidder shall provide reliable fuel delivery by using transport truck (fuel amounts in excess of 7,500 gallons) and tank wagon (fuel amounts of 7,500 gallons or less) deliveries. The County anticipates that the majority of its fuel orders will be delivered using transport truck deliveries. All tank wagon trucks shall be outfitted with the appropriate meters and measuring equipment for fuel delivery. Transport truck deliveries shall be accompanied by the Bill of Lading from the fuel terminal.

D. All fuels loaded for deliveries shall be temperature adjusted to 60° F or in accordance with the latest edition of the ASTM International applicable standards for Petroleum Measurement Tables. The awarded Bidder shall have established policies and procedures ensuring fuel is the correct type and free of contaminants: The awarded Bidder shall invoice based on the net gallons of fuel delivered after temperature compensation. The County reserves the right to reconcile any deviation of fuel delivered by using the County's electronic tank gauging system (e.g., Veeder Root).

E. All fuel shall be quoted and delivered F.O.B. destination to the locations listed in Attachment A. The County reserves the right to add or delete locations and tanks listed in Attachment A at any time during the contract term. All quantities listed are estimates and are not guaranteed. Awarded Bidder shall hold title to the goods until such time as they are delivered. Fuel price shall include all costs of transporting, delivery, and unloading to the locations listed in Attachment A, except for Emergency Fuel Delivery as described in the Pricing Section. Awarded Bidder(s) shall secure the authorized County representative's acceptance signature for fuel deliveries on delivery ticket(s). A copy of the signed delivery ticket(s) shall be submitted with the corresponding invoice.

F. The awarded Bidder may be required to deliver a split load of transport truck delivery to two County facilities, at no additional cost to the County.

G. The awarded Bidder shall deliver fuel to Miami-Dade Fire Rescue (MDFR) stations in accordance with the attached MDFR Weekly Top-Off Schedule. Address and capacity information are listed in Attachment A.

6. **Truck Certification**
Fuel delivery shall be in trucks equipped with a sealed State of Florida approved and inspected meter or that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated, and certified compartment tank volume markers for the petroleum product being delivered.

7. **Emergency Contingency Plan**
The awarded Bidder shall, at all times, have an Emergency Contingency Plan that guarantees the County a continuous supply of fuel before, during, and after an emergency, as determined solely by the County. During emergencies the County has historically experienced an increase in its normal fuel purchases of about 40%-60% for a sustained period of time depending on the nature of the emergency. The awarded Bidder shall provide the fuel at existing contract prices. If the need arises, the County will reimburse the awarded Bidder for fuel delivered from ports or terminals other than Port Everglades, with prior written approval from the County, per the Pricing section herein. At the sole discretion of the County, the County may reimburse awarded Bidders higher prices during emergencies with advance notice and proper documentation.

8. **Fuel Spills**
A. The awarded Bidder shall be fully responsible for any and all actions of their employees or subcontractor's employees, including those that require abatement or clean up as result of an "improper" delivery. The awarded Bidder shall have and shall maintain those types and quantities of materials necessary to contain a fuel spill.

B. The awarded Bidder shall promptly and thoroughly cleanup all fuel spills, pursuant to federal, state, and local regulations and shall pay for any environmental remediation and any agency fines or fees that result from the fuel spill.

C. Discovery or occurrence of a fuel spill, overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any indication of chemical release shall be immediately reported by the awarded Bidder to the County. When the event is directly or indirectly the result of the awarded Bidder actions, the awarded Bidder shall also effect containment and initiate cleanup immediately.

9. **Compliance with the Florida Occupational Safety and Health Act**
The awarded Bidder shall comply with all requirements of Chapter 442 of the Florida Statutes regarding Material Safety Data Sheets (MSDS).

10. **Reporting Requirements**
The awarded Bidder shall complete and submit to the County the attached Fuel Delivery Report on a monthly basis, no later than the 15th day of the following month fuel was delivered to the County. The awarded Bidder shall not change the report format in any way. The County reserves the right to change the report.

The awarded Bidder's completed Fuel Delivery Report shall be submitted via email to: Jesus Lee, Internal Services Department (FJL@miamidade.gov); Susannah Troner, Office of Sustainability (trones@miamidade.gov); and Manuel (Rick) Garcia, Division of Environmental Resources Management (GarciMa@miamidade.gov), or as may be updated.

11. **Consumption Data – Twelve (12) Month Period**
The following table is for informational purposes only and is not a guarantee of future purchases. It is merely an illustration of the number of gallons of gasoline and diesel delivered to the County during the referenced months. Diesel includes clear and dyed, and gasoline includes all octane grades. This data does not include the consumption of other cities and agencies.

Gasoline: all grades	
Jun-18	541,531
Jul-18	638,075
Aug-18	698,385
Sep-18	614,776
Oct-18	691,789
Nov-18	630,998
Dec-18	602,071
Jan-19	641,431
Feb-19	595,926
Mar-19	654,903
Apr-19	683,410
May-19	737,635

Diesel: clear and dyed	
Jun-18	1,423,977
Jul-18	1,242,493
Aug-18	1,293,398
Sep-18	1,346,428
Oct-18	1,186.,787
Nov-18	1,000,690
Dec-18	973,688
Jan-19	972,514
Feb-19	914,400
Mar-19	946,745
Apr-19	1,009,198
May-19	1,161,508

MIAMI-DADE COUNTY

QUOTE NO.: ITQ-676-19-21
Gasoline and Diesel, Transport and Tank Wagon

12. Cities and Agencies

Cities and agencies accessing this contract may include, but not limited to those listed below. The County makes no guaranty whether or not any City or agency may access this contract.

City of Miami	Miami Shores Village
City of Miami Beach	City of Miami Springs
City of North Miami	City of South Miami
Village of Biscayne Park	City of Sunny Isles
Barry University	Jackson Hospital
City of Homestead	

MIAMI-DADE COUNTY

QUOTE NO.: ITQ-676-19-21
Gasoline and Diesel, Transport and Tank Wagon

SAMPLE INVOICE

INVOICE #:
INVOICE DATE:

SHIP TO:

REMIT TO:

VENDOR FEIN:

BILL TO:

ACCOUNT #
Order #
PO #

DIESEL/GASOLINE		UNIT	UNIT COST		
OPIS DAILY PRICING			$2.00		
SERVICE ADDER (PER GALLON)			0.3554		
TOTAL PRICE PER GALLON			$2.3554		
NET GALLONS SUPPLIED			7000		
				TOTAL FUEL COST (Total Price per Gallon x Net Gallons Supplied)	$16,487.80
TAXES & FEES					
MIAMI-DADE USER ACCESS FEE	(2% of Total Fuel Cost)			$329.76	
MIAMI-DADE INSPECTOR GENERAL FEE	(.25% of Total Fuel Cost)			$41.22	
				Total UAP & IG Fees:	$370.98
MIAMI-DADE CO GAS TAX			0.160000	$1,120.00	
FED EXC LUST GOVT TA			0.001000	$7.00	
FL INSPECTION FEE			0.001250	$8.75	
FL MTR FUEL TAX			0.149000	$1,043.00	
FL POLLUTION TAX			0.020714	$145.00	
FED ENV REC FEE				$8.31	
				TOTAL TAXES	$2,332.06
				INVOICE TOTAL	$19,190.84
				Total Remitted to Vendor	$18,819.86

MDFR Weekly Top-Off Schedule

Monday	Location	Tuesday	Location	Wednesday	Location
Fire Station #6	Homestead	Fire Station #44	Miami NW	Fire Station #20	Miami NE
Fire Station #60	Homestead	Fire Station HQ	Miami NW	Seaport Fire Station	Miami N Amer
Fire Station #70	Homestead	Fire Station #46	Miami NW		
Fire Station #16	Homestead				
Fire Station #9	Kendall				
Fire Station #36	Miami-Hammocks				

Thursday	Location	Friday	Location	Saturday	Location
Fire Station #8	Miami-Aventura	Fire Station #4	Miami SW	Fire Station #19	Miami NW
Fire Station #11	Miami NW	Fire Station #43	Miami SW	Fire Station #2	Miami NW
Fire Station #7	Miami NW	Fire Station #23	Miami SW		
Fire Station #21	Miami- Collins	Fire Station #37	Miami SW		

Division	Address Line 1 LOCATION NAME	Address Line 2	City	State	Tank Info	Contact Name	Phone	Delivery Hours
MIAMI DADE AIRPORT	HOMESTEAD GENERAL AIRPORT	28700 SW 217 AVE	HOMESTEAD	FL	1*2K DIESEL AST/ 1*2K UNLEADED AST	JOHN LIOTTI	305-803-1712 OR 305-720-4462	M-F 8AM-4:00PM
KENDALL-TAMIAMI EXECUTIVE AIRP	12800 S W 145 AVE	MIAMI	FL	1*2K DIESEL AST/ 1*2K UNLEADED AST	JOHN LIOTTI	305-803-1712 OR 305-720-4462	M-F 8AM-4:00PM
MIAMI INTERNATIONAL AIRPORT	4331 NW 22ND STREET BLDG 3030	MIAMI	FL	87 UNL 1#10%ETH 2K AST/ULSD CLEAR 2K AST/ULSD DYED 2K AST	DANIEL MCDARSE	305-876-7186 OR 786-876-7943	M-F 7AM-3PM
MIAMI INTL AIRPORT -EMERG GEN	4331 NW 22ND STREET BLDG 3030	MIAMI	FL	87 UNL 1#10%ETH 2K AST/ULSD CLEAR 2K AST/ULSD DYED 2K AST	ARIEL RODRIGUEZ	305-876-0033 OR 786-434-0301	M-F 7AM-8AM
OPALOCKA EXECUTIVE AIRPORT	14410 NW 44 AVENUE	OPALOCKA	FL	ULSD CLEAR 52000 AST/ M 10 K UNLEADED AST	YENARO GARCIA	305-803-1844 OR 305-788-1518	M-F 7AM-1PM
Dade-Collier Training & Transition Airport (TNT)	54757 EAST TAMIAMI TRAIL, OCHOPEE FL 34161	Miami	FL	3K Diesel / 3K Regular Unleaded AST	NELSON MEJIAS	305-828-1062 OR 305-794-8284	M-F 8A-3P
same as above	same as above			same as above	same as above	305-794-8284	M-F 8A-3P
MIAMI DADE CORRECTIONS	TGKCC	7000 NW 41ST STREET 33166	MIAMI	FL	ULSD Red Dye 3 Tank 5K AST, On AST 6 14 AST	EMILIO J PALMA	305-668-0256	M-F 8A-3P
TTC-DC JAILS	6300 NW 41ST STREET 33166	MIAMI	FL	ULSD Red Dye 2 Tank 1 000 AST at each location BC & TTC	EMILIO J PALMA	305-668-0256	M-F 8A-3P
PTDC MAIN JAIL	1321 NW 13TH STREET MIAMI 33125	MIAMI	FL	ULSD Red Dye 3 Tank 6K UST & 1K AST	EMILIO J PALMA	305-668-0256	M-F 8A-3P
MDC JAIL	1401 NW 7TH AVENUE MIAMI 33136	MIAMI	FL	ULSD Red Dye 1 each 2 000 AST	EMILIO J PALMA	305-668-0256	M-F 8A-3P
NDDC JAIL	15801 STATE ROAD 9 MIAMI 33169	MIAMI	FL	ULSD Red Dye 1 each 5 000 AST	EMILIO J PALMA	305-668-0256	M-F 8A-3P
MIAMI DADE FIRE & RESCUE	FIRE STATION 0 6	15400 SW 288TH ST	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
	FIRE STATION 0 63	9500 NE 209TH Street	MIAMI	FL	100KW emergency generator The fuel tank capacity is 250 gallons The generator fuel is low sulfur Diesel engine fuel The manufacture recommends fuling the tank to 90 % of capacity This tank is not an Above Ground Storage tank	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 0 7	3350 NW 22ND AVE	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 0 8	AVENTURA BLVD 2900 NE 199th Street	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 0 1	15705 NW 27TH AVE	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 0 16	225 NW 4TH AVE	HOMESTEAD	FL	ULSD CLEAR 2K AST/ 500 GALLON GASOLINE	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 0 19	630 N W 12nd STREET	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3101	M-F 8A-4P
FIRE STATION 02	6460 NW 27 AVE	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICE	786-336-3100	M-F 8A-4P
FIRE STATION 020	18333 NE 16TH AVE	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICE	786-336-3101	M-F 8A-4P
FIRE STATION 021	10503 COLLINS AVE	MIAMI	FL	2K AST ULSD CLEAR	SUPPORT OFFICER	786-336-3289	M-F 8A-4P
FIRE STATION 023	7825 SW 104TH STREET	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 029	351 S W 12TH AVE	MIAMI	FL	ULSD CLEAR 2K AST/ 500 GALLON GASOLINE	SUPPORT OFFICER	786-336-3289	M-F 8A-4P
FIRE STATION 036	10201 HAMMOCKS BLVD	MIAMI	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 037	4200 SW 142ND AVE	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 04	9201 SE 142ND STREET	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 043	13333 SE 152TH ST	MIAMI	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 045	10200 NW 115TH WAY	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3101	M-F 8A-4P
FIRE STATION 052	17605 SW 248TH STREET	HOMESTEAD	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 070	11431 SW 343TH STREET	HOMESTEAD	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION 08	7777 SW 117 AVE	HIALEAH	FL	ULSD CLEAR 2K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE STATION HQ	9300 NW 41ST	MIAMI	FL	ULSD DYED Cfg 12K AST / 2K Gasoline	Alberto Aspiazu	786-331-4316	M-F 8A-4P
MIAMI DADE COUNTY F&R HAZMAT	6210 NW 60 ST	MIAMI	FL	ULSD CLEAR 1K AST/ ULSD DYED 1K AST	LT Carlos Tamayo	786-336-6342	Mon & Tue only
SEAPORT FIRE STATION	831 S AMERICAN WAY	MIAMI	FL	ULSD CLEAR 1K AST	Chief Archie Alvarez	786-336-6563	Call day before for access
STATION 044	7700 NW 186TH ST	MIAMI	FL	2K AST CLEAR ULSD	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
Logistics	6300 SW 87th AVE	MIAMI	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
FIRE SHOP NORTH	6141 NW 80 Street	6141 NW 80 Street	FL	ULSD CLEAR 1K AST	SUPPORT OFFICER	786-336-3100	M-F 8A-4P
MIAMI DADE FLEET	DOWN TOWN MOTOR POOL	301 NW 1ST STREET	MIAMI	FL	2 20K UST GAS	ASSIGNED SHOP SUPERVISOR	305-375-4053	M-F 7AM-3PM
	AMELIA EARHART PARK	3200 W 74TH PLACE	OPA LOCKA	FL	1 12K UST GAS/ 1 12K UST ULSD	MANNY CARDENAS	305-668-3016	M-F 7AM-3PM
	CRANDON PARK	6747 CRANDON BLVD	MIAMI	FL	1 12K UST GAS/ 1-12K UST ULSD	MARK RICHARD	305-361-5421	M-F 7AM-3PM
	LARRY & PENNY PARK	12451 SW 184TH STREET	MIAMI	FL	1 12K UST GAS/ 1-12K UST ULSD	DENNIS SLATOCK	786-453-1236	M-F 7AM-3PM
	MIAMI INTERNATIONAL AIRPORT	4300 NW 36TH ST BLDG 3042	MIAMI	FL	2 10K AST GAS/10K - AST ULSD	YOAMEL ZEQUEIRA	305-876-7185	M-F 7AM-3PM
	NORTHDADE LANDFILL	21333 NW 67TH AVE	MIAMI	FL	7500 AST GAS/ 7500 AST ULSD	ASSIGNED SHOP SUPERVISOR	305-827-7180	M-F 7AM-3PM
	NORTHDADE LANDFILL BULK	21300 NW 47TH AVE	MIAMI	FL	3 12K AST GAS/ 20K AST ULSD	TODD YOUNG	786-756-6778	AS NEEDED
	POLICE HDTS SHOP	9100 NW 25TH STREET	MIAMI	FL	3 15K UST GAS	ASSIGNED SHOP SUPERVISOR	305-471-2330	M-F 7AM-3PM
	PUBLIC WORKS T & T	7100 NW 36TH STREET	MIAMI	FL	12K UST GAS/ 12K UST ULSD	JAMES JACKSON	305-755-8218 OR 305-593-2580	M-F 7AM-3PM
	SEAPORT	1340 N CRUISE BLVD	MIAMI	FL	8K AST GAS/2K AST ULSD	David Philip or Ronald Fox	305-347-4571 OR 305-347-4348	M-F 7AM-3PM

	SHOP 1	7201 NW 25TH STREET	MIAMI	FL	8 YEN UST GAS* 12K UST U/G	ASSIGNED SHOP SUPERVISOR	305.636.6071	M-F 7AM-3PM
	SHOP 2	6100 SW 87TH AVE	MIAMI	FL	2 YEN UST GAS* 1 YEN UST U/G	ASSIGNED SHOP SUPERVISOR	305.275.4727	M-F 7AM-3PM
	SHOP 3 MAIN	8601 NW 58TH ST	MIAMI	FL	12K Gas #3712 12K UST U/G	ASSIGNED SHOP SUPERVISOR	305.591.9515	M-F 7AM-3PM
	SHOP 3 MAIN ANNEX	8602 NW 58TH ST	MIAMI	FL	3 YEN UST GAS 2K UST U/G	TODD YOUNG	786.268.4778	AS NEEDED
	SHOP 5A	15870 NE 6TH AVE	MIAMI	FL	1 YEN UST U/G 1 YEN UST U/G 1 YEN UST GAS	ASSIGNED SHOP SUPERVISOR	305.652.0754	M-F 7AM-3PM
	SHOP 33	7300 SW 107TH Ave	MIAMI	FL	1 YEN UST GAS 12K UST U/G	ASSIGNED SHOP SUPERVISOR	305.279.5450 OR 5251	M-F 7AM-3PM
	SOUTH DADE GOVERNMENT	10710 SW 211TH STREET	MIAMI	FL	2 YEN UST GAS 1 YEN UST U/G	ASSIGNED SHOP SUPERVISOR	305.251.3128	M-F 7AM-3PM
	HOMESTEAD BLK	395 CORAL SEA BLVD BLDG EXH	MIAMI	FL	3 YEN AST U/G 2 YEN AST U/G	TODD YOUNG	786.268.4778	AS NEEDED
	STATION 1	5875 MIAMI LAKES DR	HIALEAH	FL	2K UST GAS	ASSIGNED SHOP SUPERVISOR	305.557.6644	M-F 7AM-3PM
	STATION 2	733 NW 81ST STREET	MIAMI	FL	2 YEN UST GAS	ASSIGNED SHOP SUPERVISOR	305.691.3194	M-F 7AM-3PM
	STATION 5	7701 SW 117TH AVENUE	MIAMI	FL	12K UST	ASSIGNED SHOP SUPERVISOR	305.271.5342	M-F 7AM-3PM
	STATION 6	15465 BISCAYNE BLVD	AVENTURA	FL	12K UST	ASSIGNED SHOP SUPERVISOR	305.947.4475	M-F 7AM-3PM
	STATION 8	10000 SW 142 AVE	MIAMI	FL	12K UST	ASSIGNED SHOP SUPERVISOR	305.383.6820	M-F 7AM-3PM
	STATION 9	16405 NW 27TH AVE	MIAMI	FL	12K UST	ASSIGNED SHOP SUPERVISOR	305.621.7180	M-F 7AM-3PM
	MASD NE STREET	3625 NW 10TH AVE	MIAMI	FL	1K AST GAS 1K AST U/G	FLOYD PINCKNEY	786.552.4530	M-F 7AM-3PM
	MASD MIAMI POINT	8900 SW 232ND STREET	MIAMI	FL	12K UST GAS 12K UST U/G	JOSE HAYES	786.268.4874	M-F 7AM-3PM
	MASD DISTRIBUTION	1001 NW 11TH STREET	MIAMI	FL	12K UST GAS 12K UST U/G	ANDREW TILLMAN	786.552.5437	M-F 7AM-3PM
	MASD HIALEAH	800 W 3RD AVE	MIAMI	FL	12K UST GAS	JOSE GOTAY	786.552.4731	M-F 7AM-3PM
	MASD PANORAMA	2575 NE 151 STREET	N MIAMI	FL	12K AST U/G 12K AST GAS	Miguel Gutierrez	786.268.5877	M-F 7AM-3PM
	MASD MAIN OFFICE	3575 SOUTH LE JEUNE ROAD	MIAMI	FL	1 YEN UST GAS	GLADDEN DUTY	786.268.5350	M-F 7AM-3PM
	MASD KENDALE KEY	9401 SW 87TH AVENUE	MIAMI	FL	4K AST GAS 4K AST U/G	BASIL GRAHAM	786.552.4244	M-F 7AM-3PM
	MASD WEST WOOD	4601 SW 117TH AVE	MIAMI	FL	12K UST GAS 12K UST U/G	JUAN LEON	786.268.5534	M-F 7AM-3PM
MIAMI DADE HOUSING AUTH	PH & CC (2110) LINCOLN CITY	150 NE 6 ST	MIAMI	FL	1,000 GALLON AST	FLORENCE CHILLEMI	305.757.2593	M-F 8A-4:30P
	PH & CC (2120) LITTLE RIVER PLAZA	6250 NW MIAMI CT	MIAMI	FL	1,000 GALLON AST	FLORENCE CHILLEMI	305.757.2593	M-F 8A-4:30P
	PH & CC (2130) PETER PAN PLAZA	1911 NE 79TH STREET	MIAMI	FL	1,000 GALLON AST	FLORENCE CHILLEMI	305.757.2593	M-F 8A-4:30P
	PH & CC (2150) WARD TOWERS	2200 NW 38 ST	MIAMI	FL	1,000 GALLON AST	YOLANDA CHAMBERS	305.438.4651	M-F 8A-4:30P
	PH & CC (2160) PALM COURT	1200 NW 60TH AVE	MIAMI	FL	1,000 GALLON AST	FRANKLIN FRANCOIS	305.638.4252	M-F 8A-4:30P
	PH & CC (2161) PALM TOWERS	1200 NW 60TH AVE	MIAMI	FL	1,000 GALLON AST	FRANKLIN FRANCOIS	305.638.4252	M-F 8A-4:30P
	PH & CC (2180) EDISON PLAZA	222 NW 58TH STREET	MIAMI	FL	1,000 GALLON AST	MELISSA CHAVEZ	305.757.1609	M-F 8A-4:30P
	PH & CC (2181) WINDSOR LEE PLAZ	3300 NW 3RD AVE	MIAMI	FL	1,000 GALLON AST	MELISSA CHAVEZ	305.573.3693	M-F 8A-4:30P
	PH & CC (2182) PHILLIS WHEATLEY	1701 NW 2ND CT	MIAMI	FL	1,000 GALLON AST	LEDDYLOU GARCIA	305.547.3227	M-F 8A-4:30P
	PH & CC (2191) HELEN SAWYER PLZ	1150 NW 1ST	MIAMI	FL	1,000 GALLON AST	MARTIN CHAVEZ	786.469.4061	M-F 8A-4:30P
	PH & CC (2401) HALEY SOLOS	800 NW 13 AVE N.E.	MIAMI	FL	1,000 GALLON AST	JOSE BORGES	305.643.6564	M-F 8A-4:30P
	PH & CC (2411) ROSE ISLAND HIGH	1400 NW 7TH STREET	MIAMI	FL	1,000 GALLON AST	ALAITA CHOULI	305.643.6568	M-F 8A-4:30P
	PH & CC (2501) THREE MOUND TOWERS	2000 NW 1ST Ave	MIAMI	FL	1,000 GALLON AST	TATIANA CARRANZA	305.636.4284	M-F 8A-4:30P
	PH & CC (2701) JOSE MARTI	764 SW 1ST AVE	MIAMI	FL	1,000 GALLON AST	RELL	305.547.1225	M-F 8A-4:30P
	PH & CC (2901) HARRY SAN	600 NE 2ND Ave	MIAMI	FL	1,000 GALLON AST	LAVERNE CASEY	305.579.4656	M-F 8A-4:30P
MIAMI DADE PARKS & REC	HERON HARBOR MARINA	1275 NE 79TH STREET	MIAMI	FL	2 Tanks, one Marine (1,000 GAL) Owned & Operated by the RER, 50 gal, 7,000 GAL	Tommy Sawyer / Gil Turner	305.754.5330	7:30am - 8:00 AM to 5:00 PM
	BEACH OPERATIONS	7825 ATLANTIC WAY	MIAMI	FL	2 Tanks at 500 Gallons Each Above Ground Diesel only	Laura Wright, Carlos Fernandez, Quevedo or El-Hajj	305.868.7700 or (786) 617-4329	5:30 AM to 7:00 AM Daily
	COUNTRY CLUB OF MIAMI	6800 MIAMI GARDENS DR	Miami	FL	2 Tanks 5,000 Each - One Gasoline and One Diesel	Roberto Montano	786.566.1342	Monday - Friday 8:30 am - 4:30 pm
	DOMINION GOLF	8701 BRANDON BLVD	Kendall area	FL	2 Tanks 5,000 Each - One Gasoline and One Diesel	Roberto Montano	786.566.1342	Monday - Friday 8:30 am - 4:30 pm
	PALMETTO GOLF COURSE	9300 SW 152nd Street	MIAMI	FL	2 Tanks one tank is 5,000 gallons and one tank is 2,000 gallons	Roberto Montano	786.566.1342	Monday - Friday 8:30 am - 4:30 pm
	Deering Estate	16701 SW 72ND Ave	MIAMI	FL	1 Generator 250 Gallon Diesel	Nathaniel Paul Hunsinger	305.235.1668 and 305.389.2053	Monday - Friday 7:30 AM - 3:30 PM
	KENDALE SHOPS - PARKS & REC	11355 SW 79TH ST	MIAMI	FL	1 2,000 Gal Diesel, 1 500 Gal Gasoline and 1 500 Gal Gasoline Generator	Jose Cabrera	305.596.4400 Ext 3 Radio Shop	Monday - Friday 7:00 am - 4:30 pm
	KENDALE LAKES SPECIAL TAX DIST	8205 SW 152 AVE	MIAMI	FL	1 Tank 275 Gal Diesel Only	Richard Mena	305.364.6700	Monday - Friday 8:00 AM - 4:30PM
	MIAMI MET NO 2700	12400 SW 152 STREET	MIAMI	FL	2 Tanks 1 2000 Gal Diesel - 1 Gasoline Tank and 1 Generator Diesel Tank 500 Gal Gasoline Tank 1 Generator (portable)	Frankie Martinez	305.235.1400 Ext 3 786.566.1342	Monday - Friday 8:00 AM - 4:30PM
	PALMETTO GOLF COURSE	9300 SW 152ND STREET	MIAMI	FL	2 Tanks 1 5,000 Gallon Diesel and 1 Gasoline Tank	Roberto Montano	786.566.1342	Monday - Friday 8:30 am - 4:30 pm
	TAMIAMI MTN SHOP	11201 SW 24TH STREET	MIAMI	FL	2 Tanks 5000 Gallon Diesel - 1 Gas Tank	Raul Contreras	786.315.3250 OR 5431 OR 3612	Monday - Friday 8:00 AM - 3:30 PM
	Zoological Parks Center (Generator)	7200 Darlington Rd	MIAMI	FL	1 Tank 5000 Gallon Diesel	Rob Pedrick	786.566.1467	Monday - Friday 8:00 AM - 3:30 PM

MIAMI DADE POLICE DEPARTMENT	FRED TAYLOR HOOTERS GLOBAL GEN	9105 NW 25TH STREET	MIAMI	FL		BILL CALAGRESE / EDDIE PANTOJA	305-476-1700	
	MIAMI-DADE PUBLIC SAFETY TRAINING	9601 NW 58 TH ST	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 1,200 gal AST	RAUL MONTELONGO / FABRICE OUILLET	305-715-5012	M-F 7:30AM – 4PM
	SOUTH POLICE STATION	10800 SW 211TH STREET	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 1,200 gal AST	Eddie Pantoja	305-635-7215	M-F 7AM-5PM ONLY!!
	Shell (Hammocks) Station	10000 SW 142ND Avenue	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 1,200 gal AST	Eddie Pantoja	(305) 595-3250 Ext 237	M-F 7:30AM – 4PM
	Homestead Station	15625 Biscayne Blvd	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 1200 gal AST	Eddie Pantoja	(305) 595-3250 Ext 237	M-F 7:30AM – 4PM
	PMC South Dade	7617 SW 117th Avenue	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 1,00 gal AST	Eddie Pantoja	(305) 595-3250 Ext 237	M-F 7:30AM – 4PM
	Kendall Station	7707 SW 117th Avenue	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 1,200 gal AST	Eddie Pantoja	(305) 595-3250 Ext 237	M-F 7:30AM – 4PM
	Tamiami Airport	12300 SW 127th Avenue	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 1,200 gal AST	Eddie Pantoja	(305) 595-3250 Ext 237	M-F 7:30AM – 4PM
	Professional Compliance Bureau	15805 NW 27th Avenue	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 3,000 gal AST	Eddie Pantoja	(305) 595-3250 Ext 237	M-F 7:30AM – 4PM
	Arcola/Airbase Station	750 NW 81st Street	MIAMI	FL	Dyed Low Sulfur Diesel Fuel 3,000 gal AST	Eddie Pantoja	(305) 595-3250 Ext 237	M-F 7:30AM – 4PM
MIAMI DADE TRANSIT	CENTRAL GARAGE-METRO BUS DIV	3331 NW 31ST ST	MIAMI	FL	14 K GAS AST	BLAS GONZALEZ	305-638-7450	6AM-3PM
	CENTRAL GAR METRO BUS DIF "TW"	3331 NW 31ST ST	MIAMI	FL	20K AST	BLAS GONZALEZ	305-638-7450	M-F 7AM-3PM ONLY!!
	CENTRAL	3331 NW 31ST ST	MIAMI	FL	DIESEL 53 340	BLAS GONZALEZ	305-638-7450	M-SAT 6AM-4PM
	CENTRAL	3331 NW 31ST ST	MIAMI	FL	UNLD GAS 6 000	BLAS GONZALEZ	305-638-7450	M-SAT 6AM-4PM
	CENTRAL BUS	3300 NW 31TH AVE MOTA 5	MIAMI	FL	500	RAY HARDING	305-694-7565	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE MOTA 1	MIAMI	FL	500	RAY HARDING	305-694-7565	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE MOTA 2	MIAMI	FL	300	RAY HARDING	305-694-7565	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE MOTA 3	MIAMI	FL	400	RAY HARDING	305-638-7450	M-F 7AM-4PM
	CENTRAL BUS	3300 NW 32ND AVE	MIAMI	FL	117	RAY HARDING	305-694-7565	M-F 7AM-4PM
	CORAL WAY GATE	2775 SW 74TH AVE	MIAMI	FL	(3) 12K AST's	WILLIAM ATTIAS	305-263-5486	8AM-3PM
	CORAL WAY GATE "TW"	2775 SW 74TH AVENUE	MIAMI	FL	1 (10K) UNL	WILLIAM ATTIAS	305-263-5486	M-F 7AM-3PM
	CORAL WAY	2775 SW 74TH AVE	MIAMI	FL	DIESEL 53 340	WILLIAM ATTIAS	305-263-5486	M-SAT 6AM-4PM
	CORAL WAY	2775 SW 74TH AVE	MIAMI	FL	UNLD GAS 7 000	WILLIAM ATTIAS	305-263-5428	M-SAT 6AM-4PM
	CORAL WAY BUS	2775 SW 74TH AVE	MIAMI	FL	500	RAY HARDING	305-694-7565	M-F 7AM-4PM
	CORAL WAY BUS	2775 SW 74TH AVE	MIAMI	FL	1000	RAY HARDING	305-694-7565	M-F 7AM-4PM
	MAJOR OVERHAUL	3255 NW 31ST STREET	MIAMI	FL	DIESEL 2 000	JORGE ORTEGA	305-638-7251	M-SAT 6AM-4PM
	METRO BUS GARAGE	360 NE 165TH STREET	MIAMI	FL	5 each 10K diesel	BEN BAMA/GILLIPETE/DUNCAN	305-654-0511	6AM 3PM
	METRO BUS GARAGE "TW"	360 NE 165TH STREET	MIAMI	FL	(2) 25K AST's	DWIGHT BALDWIN/PHYLLIS FRANCIS	305-654-1171	M-F 7AM-4PM ONLY!!
	METROMOVER OPW	100 NW 1 AVE 24-1546	MIAMI	FL	300	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL DADELAND NORTH	8310 S DIXIE HWY	MIAMI	FL	960	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL GOVT CENTER	136 NW 3RD STREET	MIAMI	FL	9000	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL GOVT CENTER	136 NW 3RD STREET	MIAMI	FL	400	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL MIC TPSS	3455 NW 36TH LANE	MIAMI	FL	2000	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL MARTIN LUTHER KING	6308 NW 27TH AVENUE	MIAMI	FL	300	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL OKEECHOBEE	2005 WEST OKEECHOBEE RD	MIAMI	FL	250	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL PALMETTO	7701 NW 79TH AVENUE	MIAMI	FL	1000	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL SOUTHMIAMI	5843 SUNSET DR 4/S-1	MIAMI	FL	150	RAY HARDING	305-694-7565	M-F 7AM-4PM
	METRORAIL SOUTHMIAMI	5601 SOUTH DIXIE HWY	MIAMI	FL	500	RAY HARDING	305-694-7565	M-F 7AM-4PM
	NORTHEAST	360 NE 165TH STREET	MIAMI	FL	DIESEL 54 225	KENNETH JONES	305-654-0321	M-SAT 6AM-4PM
	NORTHEAST	360 NE 165TH STREET	MIAMI	FL	UNLD GAS 4 000	KENNETH JONES	305-654-0321	M-SAT 6AM-4PM
	NORTHEAST BUS	360 NE 165TH STREET	MIAMI	FL	1000	RAY HARDING	305-694-7565	M-F 7AM-4PM
	PALMETTO YARD	6601 NW 72ND AVENUE	MIAMI	FL	2 25K AST OVED LA SO	JAMES WHITE	305-694-7564	6AM 3PM
	PALMETTO YARD "TW"	6601 NW 72ND AVENUE	MIAMI	FL	(3) 25K AST's (NO PUMP NEEDED)	JAMES WHITE	305-634-7564	[illegible]
	PALMETTO YARD	6601 NW 72ND AVENUE	MIAMI	FL	UNLD GAS 10 000	JAMES WHITE	305-694-7564	M-SAT 6AM-4PM
	PALMETTO YARD	6601 NW 72ND AVENUE	MIAMI	FL	DIESEL 10 000	JAMES WHITE	305-694-7564	M-SAT 6AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE	MIAMI	FL	300	RAY HARDING	305-694-7565	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN 2	MIAMI	FL	210	RAY HARDING	305-694-7565	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	6601 NW 72ND AVENUE GEN1	MIAMI	FL	300	RAY HARDING	305-694-7565	M-F 7AM-4PM

	WILLIAM LEHMAN FACILITY	9601 NW 72ND AVENUE GEN 1	MIAMI	FL	300	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	9601 NW 72ND AVENUE GEN	MIAMI	FL	300	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	9601 NW 72ND AVENUE GEN	MIAMI	FL	300	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	9601 NW 72ND AVENUE GEN	MIAMI	FL	300	RAY HARDING	305-884-7585	M-F 7AM-4PM
	WILLIAM LEHMAN FACILITY	9601 NW 72ND AVENUE NOT MOT	MIAMI	FL		RAY HARDING	305-884-7585	M-F 7AM-4PM
MIAMI DADE WATER & SEWER	4TH ST PUMPING STATION	300 NW N. RIVER DRIVE	MIAMI	FL	(2) 1000 AST 5 GENERATORS	JACK EPACE/GEORGE CUADA	305-375-3150	8AM-3PM
	ALEXANDER PLANT	6900 SW 87TH AVE	HIALEAH	FL	2000 AST DYED ULSD	Pedro Valdare	786-553-4001	24 HOURS
	BLACK PT PLANT	8300 SW 232ND STREET	MIAMI	FL	7-25K ULSD DYED AST/ 2K & 5K DYED AST	ANITA ELLIOTT	305-944-6733	24 HOURS
	INTERAMA WATER & SEWER	2575 NE 151ST STREET	MIAMI	FL	ULSD CLEAR 5K AST/4-FUEL WAGNETH 5K AST	CUADA	305-257-2311	(24HR)
	LE PRESTON PLANT	1100 WEST 3ND AVENUE	BISCAYNE PARK	FL	UNL 87/10% ETH 3K AST/ULSD DYED 2000 AST	GEORGE VILLANO	305-305-5642	
	VA KEYS	VIRGINIA KEY SEWAGE				JUAN PAULINO	305-625-0178	M-F 7A-4P
MIAMI DADE CORFLAND	ICFB-(Light Speed Dog (911 call Ctr)	11500 NW 25th Street	Miami	FL	Dyed Low Sulfur Diesel Fuel 70 000 gal AST- 7 10k AG tanks	Andres Perez	305-673-3150	24 HOURS
CORFLAND	West Dade Group Emergency Generators				DRIVER WILL NEED 3" FITTING TO DROP DIESEL "PUMP REQUIR"	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	Records Center	9250 nw 12 street	Doral	FL	Dyed Low Sulfur Diesel Fuel 1 200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	Hialeah Court house	11 east 6 street	Hialeah	FL	Dyed Low Sulfur Diesel Fuel 1 200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	Elections Headquarters	2700 nw 87th avenue	Doral	FL	Dyed Low Sulfur Diesel Fuel 1 200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	Permiting and Inspections	11805 sw 26 street	Miami	FL	Dyed Low Sulfur Diesel Fuel 1 200 gal AST	Gustavo Lopez Or Mario Reyes	305-499-8531	M-F 7:30 -3:00 PM
	ICFB-(Light Speed Dog (911 call Ctr)	11500 NW 25th Street	Miami	FL	Dyed Low Sulfur Diesel Fuel 70 000 gal AST- 7 10k AG tanks	Andres Perez	305-673-3150	24 HOURS
	Stephen P Clark Center	111 NW 1 St	Miami	FL	15 000 gallons underground for the Diesel Emergency Generator	Armando Santacoloma	305-375-2815	M-F 7:30 -3:00 PM
	West Lot Parking Garage	200 NW 2nd Avenue	Miami	FL	Dyed Low Sulfur Diesel Fuel 500 gal	David Rosone	305-679-1500	M-F 7:00AM-3PM
	Children's Courthouse	155 NW 2nd Street	Miami	FL	Dyed Low Sulfur Diesel Fuel 10 000 gal	David Rosone	305-679-1500	M-F 7:00AM-3PM
	DATA PROCESSING & COMMUNICATIONS CENTER	5680 SW 87TH AVE	MIAMI	FL	DIESEL LOW SULFUR DYED - 20 000 IN-GROUND TANK	ALAN SHEWCHUK	305-596-8100	M-F 7-5
	ITD RADIO SHOP	5010 SW 87TH AVE	MIAMI	FL	DIESEL LOW SULFUR DYED - 2 000 ABOVE GROUND TANK	ALAN SHEWCHUK	305-596-8100	M-F 7:30 a.m.- 4p.m.
	Overtown Transit Village North	701 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 2,000 ABOVE GROUND TANK (Generator)	Alfredo Gonzalez	786-453-2051	M-F 7:30 -3:00 PM
	Overtown Transit Village South	601 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 1 000 ABOVE GROUND TANK (Generator)	Alfredo Gonzalez	786-453-2051	M-F 7:30 -3:00 PM
	Overtown Transit Village North	701 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 132 ABOVE GROUND (Fire Pump)	Alfredo Gonzalez	786-453-2051	M-F 7:30 -3:00 PM
	Overtown Transit Village South	601 NW 1 Ct	Miami	FL	DIESEL LOW SULFUR DYED - 93 ABOVE GROUND (Fire Pump)	Alfredo Gonzalez	786-453-2051	M-F 7:30 -3:00 PM
	Courthouse Center	175 NW 1 Ave	Miami	FL	Diesel Low Sulfur Dyed - 2 500 Underground Diesel and (2) 250 Above Ground	Juan Carlos "JC" Dopazo	305-349-9500	M-F 7:30 -3:00 PM
	Joseph Davis Justice Building	15555 Biscayne Blvd	Miami	FL	Diesel Low Sulfur Dyed - 250 Above Ground	Ruben Hernandez	305-349-9500	M-F 7:30 -3:00 PM
	Richard E. Gerstein Justice Building	1351 NW 12 St	Miami	FL	Diesel Low Sulfur Dyed - 8 000 Underground Tank	Adrian Estevez	305-643-5200	M-F 8:00 - 5:00 PM
	Medical Examiner	1851 NW 10th Ave	Miami	FL	Diesel Low Sulfur Dyed - 5 000 Underground tank	Adrian Torres	786-453-2722	24 HOURS
	Cases Center	3400 NW 22 Ave	Miami	FL	Diesel Low Sulfur Dyed - 4 000 Underground tank	Adrian Torres	786-453-2722	M-F 7:30 -3:00 PM
	ISD Trades Shop	3501 NW 46 St	Miami	FL	Diesel Low Sulfur Dyed - 500 Aboveground Tank	Adrian Torres	786-453-2722	M-F 7:30 -3:00 PM
	Mental Health (CPLEC)	3302 NW 27th Ave	Miami	FL	Diesel Low Sulfur Dyed - 4 000 Underground tank	Adrian Torres	786-453-2722	M-F 7:30 -3:00 PM
	Central Support Facility	200 NW 1 St	Miami	FL	Diesel Low Sulfur Dyed - 5 000 Underground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	Cultural Center	101 W Flagler St	Miami	FL	Diesel Low Sulfur Dyed - 5 000 Above ground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	Overtown Garage	270 NW 2 St	Miami	FL	Diesel Low Sulfur Dyed - 1 000 Above ground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	Overtown Building	275 NW 2 St	Miami	FL	Diesel Low Sulfur Dyed - 5 000 Underground tank	Ely Ruiz-Ramos	305-375-1072	M-F 7:30 -3:00 PM
	South Dade Government Center	10710 SW 211 STREET	Miami	FL	Diesel Low Sulfur Dyed - 4 800 Above ground tank - SDGC Generator	Alan Shewchuk	305-233-3031	M-F 7:30 -3:00 PM
	Coop-Extension	18710 SW 288 STREET	Miami	FL	Diesel Low Sulfur Dyed - 400 Above ground tank - COOP Generator	Alan Shewchuk	305-233-3031	M-F 7:30 -3:00 PM
DEPT OF SOLID WASTE	3A Collection Building	13701 NE 6th Avenue	Miami	FL	Dyed Diesel 150 gallons	[illegible]	305-514-6383 or 786 963-5510	Upon Request
	3B Collection Building	9000 SW 107th Avenue	Miami	FL	Dyed Diesel 110 gallons	Larry Wardell/Fred Coleman	305 514-6383 or 786 903-3833 305 514-6343 or 305 794-9364	Upon Request
	58th Street Facility	5331 NW 58th Street	Doral	FL	Dyed Diesel 1 000 gallons	Mark Brown	305 514-6336	Upon Request
NO CHANGES	Central Transfer Station	1150 NW 20th Street	Miami	FL	Dyed Diesel 500 gallons	Charles Lewis	305-261-4615 or 786 344-2942	Upon Request
	Home Dade Landfill	21300 NW 47th Avenue	Miami Gardens	FL	Dyed Diesel 100 gallons	Calvin Joyner/Sarandra Dyer	786 378 3636 305 794 2996	Mon thru Sat *Morning delivery
NO CHANGES	Northeast Transfer Station	18701 NE 6th Avenue	Miami	FL	Dyed Diesel 3 Units - 75 150 and 300 gallons	Charles Lewis	305-261-4615 or 786 344-2942	Upon Request
	Resources Recovery Landfill	6200 NW 97th Avenue	Doral	FL	Dyed Diesel 2 Units - 75 gallons each	Jonathan Reed	305 991 5031 or 786 975 5464	Tuesday & Friday *Morning delivery
	Resources Recovery Lift Station	6300 NW 97th Avenue	Doral	FL	Dyed Diesel 2,750 gallons	Weasel Lockart	305 991-3534	Upon Request

	SDR Dolphin South Dade Landfill	9350 SW 248 St, Miami, FL 33032	Miami	FL	Dyed Diesel 3,000 gallons	[illegible]	[illegible]	
	South Dade Landfill	23707 SW 97th Avenue	Miami	FL	Dyed Diesel 5,000 - 22, FL 75, 500 and 500 gallons	[illegible]	[illegible]	Mon-Thu 5x7 Morning person
NO CHANGES	West Transfer Station	2900 SW 72nd Avenue	Miami	FL	Dyed Diesel 2,000 - 75 and 150 gallons	Charles Lowry	[illegible]	Upon Request
	Mosquito Control Building	8901 NW 58th Street	Miami	FL	Dyed Diesel 55 gallons	Alex Cano	[illegible]	Upon Request

MIAMI-DADE

Solicitation No.	Solicitation Title:		
Bidder's Legal Company Name (include d/b/a if applicable):	Bidder's Federal Tax Identification Number:		
If Corporation - Date Incorporated/Organized:	State Incorporated/Organized:		
Company Operating Address:	City	State	Zip Code
Miami-Dade County Address (if applicable):	City	State	Zip Code
Company Contact Person:	Email Address:		
Phone Number (include area code):	Company's Internet Web Address:		

Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here **only** if the Bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here **only** if affirming the Bidder meets the requirements for Local Preference. **Failure to affirm this certification at this time may render the Bidder ineligible for Local Preference.**

IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.

☐ Place a check mark here **only** if affirming the Bidder meets the requirements for the Locally-Headquartered Preference (LHP). **Failure to affirm certification at this time may render the Bidder ineligible for the LHP.**

The address of the Locally-Headquartered office is:

IN ACCORDANCE WITH CFR 200.319(b), LOCALLY-HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County; and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming Bidder is a Local Certified Veteran Business Enterprise. **A copy of the certification must be submitted with the bid.**

IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES *(if applicable)*

A Small Business Enterprise (SBE) must be certified by the Division of Small Business Development (SBD) for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact SBD at (305) 375-3111 or access *http://www.miamidade.gov/smallbusiness/certification-programs.asp*. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract may remain on the contract.

☐ Place a check mark here only if affirming Bidder is a Miami-Dade County Certified Small Business Enterprise.

IN ACCORDANCE WITH CFR 200.319(b), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Bidder is unable to provide such certification, but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid through a duly authorized representative and shall also initial this space: _____. In this event, the Bidder shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a bid pursuant to this solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this solicitation which the Bidder considers to be a trade secret, proprietary or confidential. In the event that the bid contains a claim that all or a portion of the bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly waives all claims made that the bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: *	**Date** *
Representative's Name: *	
Representative's Title: *	

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES

AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Bidder's Authorized Representative's Signature: *	Date *
Representative's Name: *	
Representative's Title: *	

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No.: _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

_____ Printed Name of Affiant

_____ Printed Title of Affiant

_____ Signature of Affiant

_____ Name of Firm

_____ Date

_____ Address of Firm

_____ State

_____ Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20___

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

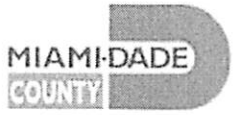
_____ Signature of Notary Public

_____ Serial Number

_____ Print or Stamp of Notary Public

_____ Expiration Date

_____ Notary Public Seal



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: FEIN No:

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services inducing professional services which involve expenditures of $100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/ Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth
Business Name and Address of First Tier Subcontractor/ Subconsultant	**Principal Owner**	**Scope of Work to be Performed by Subcontractor/ Subconsultant**	**Principal Owner (Enter the number of male and female owners by race/ethnicity)**								**Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)**							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Oth

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at http://www.miamidade.gov/business/library/forms/sbd-contractors-payment.pdf. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at http://www.miamidade.gov/business/library/forms/sbd-contractors-payment.pdf

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer | Print Name | Print Title | Date

MIAMI-DADE COUNTY

Internal Services Department
Procurement Management Division

Addendum No. 1

To: All Potential Bidders

Date: 8/07/19

Invitation to Quote No.: ITQ-676-A-19-21
Title: Gasoline and Diesel, Transport and Tank Wagon

This Addendum becomes part of the above-mentioned Invitation To Quote (ITQ)

A. The Solicitation End Date has been changed from August 9, 2019, to August 16, 2019.

B. The following are questions received and corresponding responses.

1. Question: What happens if a site orders 7,000 gallons? Will a minimum freight charge be allowed?

   Response: Reference ITQ Section 2, Paragraph 5. C and F. The County will endeavor to adhere to, and place orders in accordance with the amount delineating the difference between Transport and Tank Wagon loads.

2. Question: Can you please provide a gas invoice(s)? Multiple dates would be preferred?

   Response: See Exhibit A.

3. Question: Can you please provide a diesel invoice(s)? Multiple dates would be preferred.

   Response: See Exhibit A.

4. Question: Can you please provide a gas bill of lading? Multiple dates would be preferred.

   Response: See Exhibit A.

5. Question: Can you please provide a diesel bill of lading? Multiple dates would be preferred.

   Response: See Exhibit A.

6. Question: If less than the 7500 gallons for full transport is ordered, is the vendor to apply the tankwagon differential?

   Response: Yes. Reference ITQ Section 2, Paragraphs 5 C. "The awarded Bidder shall provide reliable fuel delivery by using transport truck (fuel amounts in excess of 7,500 gallons) and tank wagon (fuel amounts of 7,500 gallons or less) deliveries."

7. Question: Please provide annual usage for each product by site.

   Response: See Exhibit B.

8. Question: Will Miami Dade accept diesel blended with 10% biodiesel?

   Response: No.

9. Question: Will Miami Dade accept diesel blended with 20% biodiesel?

   Response: No.

10. Question: For the MDFR Weekly Top Off Schedule: Please provide an anticipated usage of these facilities. The tanks are 1-2k. Why are they not in Group D? Why not place them in Group D as they are the same small deliveries. Specifically, what is the typical delivery and is there any remote capability of monitoring these tanks?

    Response: Please see Exhibit B, cross reference addresses on Attachment A. Group D is for Miami-Dade Public Housing and Community Development (PHCD). Because of federal funding used by PHCD, no County measures or local preferences will be applied to the price evaluation of Group D, and therefore this Group is evaluated and awarded separately.

11. Question: As scoring goes, please review the gallons in the Lot Descriptions and ensure that they are representative of the % of the fuel being supplied? For example, if the lot award is made on 5000 of TT gasoline and 45000 gallons of Mid Grade, as noted in the first two lots, that would sway the scoring.

    Response: Reference ITQ Section 2, Paragraph 5. E. "All quantities listed are estimates and are not guaranteed."

12. Question: Please confirm that % of local and county preference is applied to the bid markup/differential and NOT to the overall contract value/zone value or fuel price value.

    Response: Preferences are applied to the "Differential Per Gallon" price in accordance with the method of award.

13. Question: Can we split the pricing for Net 15 for transits (bulk of volume) as they are capable of paying that fast and Net 30 for all others?

    Response: DTPW usually orders and pays using NET15 terms, which is Group B, Line Item 5. Payments terms remain the same.

14. Question: Is the Transit federally funded?

    Response: No.

15. Question: If the Transit is federally funded can the local/County preference be removed from the evaluation?

    Response: Not federally funded.

16. Question: Is Group D fueling seasonal or for emergencies only?

    Response: No. Refer to Fuel Delivery Services on page 19 of the solicitation.

17. Question: What is the extent of the fueling requirements for Group D?

    Response: Reference ITQ Section 2, Paragraph 5.

18. Question: Are Group D sites keep fill?

    Response: Reference ITQ Section 2, Paragraph 5. B.

19. Question: Are Group D sites will call/ordered?

    Response: Reference ITQ Section 2, Paragraph 5, B

20. Question: To confirm, if we do not bid Group D, our bid will be rejected?

    Response: No. Pursuant to Method of Award, page 10 of the solicitation, Group D will be awarded separately.

21. Question: Is the fuel for Group D for generators to generate electricity?

    Response: Yes: refer to list on page 26 of the solicitation.

C. Exhibits A and B hereby become part of this solicitation. Exhibits A are copies of recent invoices and bill of lading for gasoline and diesel, and Exhibit B is the delivery data report, representative of subsequent consumption.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Jesus Lee
Procurement Contracting Officer 3
CC: Clerk of the Board
Bruce Libhaber, Assistant County Attorney
DTPW

Solicitation 8-676-A-19-21

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Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454249-IN
Invoice Date: 7/3/2019

Purchase Order: 45004
Order Date 7/3/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3 MAIN
8801 NW 58 STREET
MIAMI, FL 33178-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
381331			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	7,500.00	7,403.00	1.9124	14,157.50
CLEAR DIESEL		Whse: 999	Opis: 1.9624	Diff: -0.0500	
FED EXC LUST GOVT TAX				0.00100	7.40
FL LOCAL OPTION TAX-DSL				0.14800	1,095.64
FL MOTOR FUEL TAX-DSL				0.18100	1,339.94
FL POLLUTION TAX				0.02071	153.32
MIAMI DADE INSP FEE (.25%)				0.00478	35.39
MIAMI DADE USER FEE (2%)				0.03825	283.16
			Taxes and Fees Subtotal		2,914.85

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505

BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/9/19
VERIFIED BY: MJB
AUTHORIZED BY: Scott Stephens



Net Invoice:	17,072.35
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	17,072.35

8/15/2019 4:34 AM

Solicitation ITQ-676-A-1221

MOTIVA

45004

BILL OF LADING

ORIGINAL

p. 40

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES EAST TERMINAL
1500 SE 26TH ST
Ft. Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0020004646 SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

BOL# 0000361331 EPA# 429581240 Folio: 07/003
TransID: 530 3rd Party Ref: 000001779 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-03 11:25 Load Stop: 2019-07-03 11:34
CARRIER: PENN TANK LINES
SCAC: PTAL TRACTOR: TRAILER: 195601
DRIVER: 00005346 LEON, DOMINGO
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2164

Product Summary

HM	Hazardous Materials Description	Gals
X	NA 1993, DIESEL FUEL, 3, III 1 - T/T	7500
	TOTALS(GALS):	7500

Totals by Grade	Gross	Net
GN MV #2D (S-15 PPM)	7500	7403

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GNG058	GN MV #2D (S-15 PPM)	3800	3751	87.3	36.9	02	0301	1200
GNG058	GN MV #2D (S-15 PPM)	3700	3652	87.7	36.9	02	0201	1200

Miami-Dade County

Product Message

#2D 15 PPM SULFUR MOTOR VEHICLE DIESEL FUEL. THIS PRODUCT IS 15 PPM SULFUR (MAXIMUM) UNDYED ULTRA-LOW SULFUR DIESEL #2 FUEL. FOR USE IN ALL DIESEL VEHICLES AND ENGINES. THIS DISTILLATE MEETS ALL FEDERAL AND STATE REQUIREMENTS FOR ON-ROAD (ON-HIGHWAY) MOTOR VEHICLE USE, HOWEVER IT IS NOT APPROVED FOR DIESEL MOTOR VEHICLE USE IN CALIFORNIA UNDER CARB DIESEL REGULATIONS.

NON-DYED DIESEL FUEL, NO VISIBLE EVIDENCE OF DYE. THIS PRODUCT MAY NOT BE USED IN THE TEXAS LOW EMISSION DIESEL DESIGNATED AREA WITHOUT FURTHER PROCESSING.

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: LEON, DOMINGO
Signature:

45

Received By:

8/15/2019 4:34 AM

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0455179-IN
Invoice Date: 7/11/2019

Purchase Order: 45039
Order Date
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3 MAIN
8801 NW 58 STREET
MIAMI, FL 33178-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	5,997.00	5,997.00	\ 2.0208	\ 12,118.74
CLEAR DIESEL		Whse: 999	Opis: 2.0708	Diff:	-0.0500
FED EXC LUST GOVT TAX				0.00100	6.00
FL LOCAL OPTION TAX-DSL				0.14800	887.56
FL MOTOR FUEL TAX-DSL				0.18100	\ 1,085.46
FL POLLUTION TAX				0.02071	124.20
MIAMI DADE INSP FEE (.25%)				0.00505	30.28
MIAMI DADE USER FEE (2%)				.0.04042	242.40
		Taxes and Fees Subtotal			\ 2,375.90

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/16/19
VERIFIED BY: MJW
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 16 2019
By

Net Invoice:	14,494.64
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	\ 14,494.64

45039

SUNSHINE
GASOLINE DISTRIBUTORS, INC.

724 S. Flagler Ave.
Homestead, FL 33030
Ph: (305) 247-7249
Fax:(305) 248-6501

Date: 07/10/19

PO#: 45039

Driver: ROBERT

Delivery Ticket

Delivery To:

Name: Fleet Management

Address: SHOP 3 MAIN -A
8801 NW. 58 ST.

Contact: JESUS

Phone: 305-591-9515

Product	Quantity Requested	Quantity Delivered	Before Inches	After Inches	Water
Reg Ethanol 87					
Clear Diesel ULSD #2	6500	5997			

Miami-Dade County

DELIVERY DATE: 7/11/2019 TIME: 7AM DAY: THURS

REMARKS:

WINDOW	
FROM	7AM
TO	4PM

Signature: _____

Print Name: _____

8/15/2019 4:34 AM

Solicitation
ID-676-A-19-21

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Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0455173-IN
Invoice Date: 7/11/2019

Purchase Order: 45040
Order Date 7/11/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3B
7900 SW 107 AVENUE
MIAMI, FL 33173-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
361599			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	7,500.00	7,417.00	2.0208	14,988.27
CLEAR DIESEL		Whse: 999	Opis: 2.0708	Diff:	-0.0500
FED EXC LUST GOVT TAX				0.00100	7.42
FL LOCAL OPTION TAX-DSL				0.14800	1,097.72
FL MOTOR FUEL TAX-DSL				0.18100	1,342.48
FL POLLUTION TAX				0.02071	153.61
MIAMI DADE INSP FEE (.25%)				0.00505	37.46
MIAMI DADE USER FEE (2%)				0.04042	299.80
		Taxes and Fees Subtotal			2,938.49

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505

BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/16/19
VERIFIED BY:
AUTHORIZED BY:
Scott Stephens

RECEIVED
JUL 16 2019
By

Net Invoice:	17,926.76
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	17,926.76

8/15/2019 4:34 AM

45040

Solicitation ITQ-676-A-19

MOTIVA

BILL OF LADING

ORIGINAL

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FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES EAST TERMINAL
1500 SE 26TH ST
Ft. Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: *0020004646* SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

BOL# 0000361599 EPA# 429581240 Folio: 07/009
TransID: 530 3rd Party Ref: 000002041 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-11 04:58 Load Stop: 2019-07-11 05:08
CARRIER: PENN TANK LINES
SCAC: PTAL TRACTOR: TRAILER: 195601
DRIVER: 00005346 LEON, DOMINGO
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2154

Product Summary

HM	Hazardous Materials Description	Gals	Totals by Grade	Gross	Net
X	NA 1993, DIESEL FUEL, 3, III 1 - T/T	7500	GN MV #2D (S-15 PPM)	7500	7417
	TOTALS(GALS):	7500			

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GNG058	GN MV #2D (S-15 PPM)	3800	3758	83.4	36.9	02	0301	1200
GNG058	GN MV #2D (S-15 PPM)	3700	3659	83.6	36.9	02	0201	1200

Miami-Dade County

Shp 3B

Product Message

#2D 15 PPM SULFUR MOTOR VEHICLE DIESEL FUEL. THIS PRODUCT IS 15 PPM SULFUR (MAXIMUM) UNDYED ULTRA-LOW SULFUR DIESEL #2 FUEL. FOR USE IN ALL DIESEL VEHICLES AND ENGINES. THIS DISTILLATE MEETS ALL FEDERAL AND STATE REQUIREMENTS FOR ON-ROAD (ON-HIGHWAY) MOTOR VEHICLE USE, HOWEVER IT IS NOT APPROVED FOR DIESEL MOTOR VEHICLE USE IN CALIFORNIA UNDER CARB DIESEL REGULATIONS.

NON-DYED DIESEL FUEL, NO VISIBLE EVIDENCE OF DYE. THIS PRODUCT MAY NOT BE USED IN THE TEXAS LOW EMISSION DIESEL DESIGNATED AREA WITHOUT FURTHER PROCESSING.

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: LEON, DOMINGO
Signature:

49

Received By:

8/15/2019 4:34 AM

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454008-IN
Invoice Date: 7/2/2019

Purchase Order: 44992
Order Date
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3 MAIN
8801 NW 58 STREET
MIAMI, FL 33178-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	4,323.00	4,323.00	1.9829 ✓	8,572.08
87 OCTANE		Whse: 999	Opis: 1.8679	Diff: 0.1150	
FED EXC LUST GOVT TAX				0.00100	4.32
FL INSPECTION FEE				0.00125	5.40
FL LOCAL OPTION TAX				0.17800	769.49
FL MOTOR FUEL TAX				0.18100	782.46
FL POLLUTION TAX				0.02071	89.53
MIAMI DADE INS FEE (.25%)				0.00496	21.44
MIAMI DADE USER FEE (2%)				0.03986	171.45
		Taxes and Fees Subtotal			1,844.09

Miami-Dade County

RECEIVED
JUL 05 2019
By

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/5/19
VERIFIED BY: J.O
AUTHORIZED BY:
Scott Stephens

Net Invoice:	10,416.17
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	10,416.17

Solicitation
ITQ-676-A-19-21

44992

SUNSHINE
GASOLINE DISTRIBUTORS, INC.

724 S. Flagler Ave.
Homestead, FL 33030
Ph: (305) 247-7249
Fax:(305) 248-6501

Date: 07/01/19

PO#: 44992

Driver: Ramsey

Delivery Ticket

Delivery To:

Name: Fleet Management

Address: Shop 3 Main-A
8801 NW 58 Street

Contact:

Phone: 305.591.9515

Product	Quantity Requested	Quantity Delivered	Before Inches	After Inches	Water
Reg Ethanol 87	4500	4323			
Clear Diesel ULSD #2					
Dyed Diesel #2D					

Miami-Dade County

DELIVERY DATE: 7/2/2019 TIME: 8:00 - 1:30 DAY: TUESDAY

REMARKS:

WINDOW	
FROM	
TO	

Signature:

Print Name:

8/15/2019 4:34 AM

Solicitation
IFQ-676-A-19-21

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454241-IN
Invoice Date: 7/3/2019

Purchase Order: 44999
Order Date 7/3/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
DOWNTOWN MOTOR POOL
201 NW 1 STREET
MIAMI, FL 33128-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
1127991			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,500.00	8,372.00	1.7752	14,861.97
87 OCTANE		Whse: 999	Opis: 1.8152	Diff:	-0.0400
FED EXC LUST GOVT TAX				0.00100	8.37
FL INSPECTION FEE				0.00125	10.47
FL LOCAL OPTION TAX				0.17800	1,490.22
FL MOTOR FUEL TAX				0.18100	1,515.33
FL POLLUTION TAX				0.02071	173.38
MIAMI DADE INS FEE (.25%)				0.00444	37.17
MIAMI DADE USER FEE (2%)				0.03550	297.21
		Taxes and Fees Subtotal			3,532.15

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/9/19
VERIFIED BY:
AUTHORIZED BY:
Scott Stephens

RECEIVED
JUL 09 2019
By

Net Invoice:	18,394.12
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,394.12

8/15/2019 4:34 AM

Solicitation
TQ-676-A-21

44999

MOTIVA

BILL OF LADING

ORIGINAL

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES SOUTH TERMINAL
1200 SE 28TH STREET
Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0020004646 SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

BOL# 0001127991 EPA# 429581241 Folio: 07/003
TransID: 530 3rd Party Ref: 000007848 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-03 13:13 Load Stop: 2019-07-03 13:27
CARRIER: PENN TANK LINES INC.
SCAC: PTAL TRACTOR: TRAILER: 1941339
DRIVER: 00005378 FERNANDEZ, GILBERTO
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-85-FL-2164

Product Summary

HM	Hazardous Materials Description		Gals
X	UN1203, GASOLINE, 3, II 1-T/T		8500
		TOTALS(GALS):	8500

Totals by Grade	Gross	Net
GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	8500	.8372

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GND019	GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	4500	4432	81.6	62.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	4041	3982	80.5	64.5	03	0301	0683
	406922-ETHANOL (DENAT ALCOHOL)	459	450	91.0	46.6	03	0303	1632
GND019	GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	4000	3940	81.6	62.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	3592	3540	80.5	64.5	03	0201	0683
	406922-ETHANOL (DENAT ALCOHOL)	408	400	91.1	46.6	03	0202	1632

Miami-Dade County

Product Message

CONVENTIONAL GASOLINE: THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA. ADDITIONALLY, THIS PRODUCT MAY NOT BE USED IN CALIFORNIA. DETERGENT-ADDITIZED GASOLINE; ADDITIZED IN SUFFICIENT CONCENTRATION FOR INITIAL TRANSFER VOLUME ONLY.

FOR SUMMER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL. THE RVP DOES NOT EXCEED 10.0 PSI. THE 1.0 PSI RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL. FOR WINTER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL.

ETHANOL - THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430. DENATURED FUEL ETHANOL, MAXIMUM 10 PPM SULFUR.

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: FERNANDEZ, GILBERTO
Signature:

53

Received By:

8/15/2019 4:34 AM

Solicitation
Q-676-A-19-21

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0455854-IN
Invoice Date: 7/16/2019

Purchase Order: 45057
Order Date 7/16/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SOUTH DADE GOVERNMENT CENTER
10740 SW 211 STREET
MIAMI, FL 33189-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
1130220			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,500.00	8,370.00	1.8312	15,327.14
87 OCTANE		Whse: 999	Opis: 1.8712	Diff: -0.0400	
FED EXC LUST GOVT TAX				0.00100	8.37
FL INSPECTION FEE				0.00125	10.46
FL LOCAL OPTION TAX				0.17800	1,489.86
FL MOTOR FUEL TAX				0.18100	1,514.97
FL POLLUTION TAX				0.02071	173.34
MIAMI DADE INS FEE (.25%)				0.00458	38.33
MIAMI DADE USER FEE (2%)				0.03662	306.51
		Taxes and Fees Subtotal			3,541.84

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/19/19
VERIFIED BY:
AUTHORIZED BY:
Scott Stephens

RECEIVED
JUL 19 2019
By

Net Invoice:	18,868.98
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,868.98

8/15/2019 4:34 AM

45057

MOTIVA

BILL OF LADING ORIGINAL

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES SOUTH TERMINAL
1200 SE 28TH STREET
Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0020004646 SUNSHINE GASOLINE DI
ACCOUNT: 0020005578 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: MIAMI-DADE COUNTY-FL DEL-CNTR
ANYWHERE FL 00000-0000

BOL# 0001130220 EPA# 429581241 Folio: 07/012
TransID: 530 3rd Party Ref: 000000139 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-16 10:26 Load Stop: 2019-07-16 10:38
CARRIER: PENN TANK LINES INC.
SCAC: PTAL TRACTOR: TRAILER: 1941207
DRIVER: 00003630 OLVERA, ISMAEL
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2164

Product Summary

HM	Hazardous Materials Description	Gals
X	UN1203, GASOLINE, 3, II 1-T/T	8500
	TOTALS(GALS):	8500

Totals by Grade	Gross	Net
GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	8500	8370

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
GND019	GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	3900	3841	82.2	59.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	3502	3451	81.1	61.2	02	0401	0683
	406922-ETHANOL (DENAT ALCOHOL)	398	390	91.8	46.6	02	0402	1632
GND019	GN RUL87 RVP>7.8 CONV ETOH 3.5-4.0	4600	4529	82.6	59.7			
	407114-BG RUL83.7RVP>7.8 CBOB ETOH	4131	4069	81.6	61.2	02	0301	0683
	406922-ETHANOL (DENAT ALCOHOL)	469	460	91.7	46.6	02	0303	1632

Miami-Dade County

SDGC

Product Message

CONVENTIONAL GASOLINE: THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA. ADDITIONALLY, THIS PRODUCT MAY NOT BE USED IN CALIFORNIA. DETERGENT-ADDITIZED GASOLINE; ADDITIZED IN SUFFICIENT CONCENTRATION FOR INITIAL TRANSFER VOLUME ONLY.

FOR SUMMER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL. THE RVP DOES NOT EXCEED 10.0 PSI. THE 1.0 PSI RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL. FOR WINTER PERIOD: E10: CONTAINS BETWEEN 9 AND 10 VOL% ETHANOL.

ETHANOL - THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430. DENATURED FUEL ETHANOL, MAXIMUM 10 PPM SULFUR.

Reg Reg
P 22 42
A 55 68

020F5089
MIAMI DADE'S DADE GOVERNMENT
10740 SW 211 ST
MIAMI FL
8500 Reg

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: OLVERA, ISMAEL
Signature:

55

Received By:

	MIAMI DADE VOLUME REPORT GRAND TOTAL 2018-2019								
	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	GRAND TOTAL
MIAMI DADE	1,631,688	1,575,759	1,613,945	1,510,326	1,601,648	1,692,608	1,899,143	1,666,930	13,192,047
87 UNL W/10%ETH	630,998	602,071	641,431	595,926	653,905	683,410	737,635	614,395	5,159,771
90 MUL W/0%ETH					998				998
ULSD CLEAR	963,783	887,179	924,563	806,198	892,053	881,905	926,102	773,722	7,055,505
ULSD DYED	36,907	86,509	47,951	108,202	54,692	127,293	235,406	278,813	975,773
Grand Total	1,631,688	1,575,759	1,613,945	1,510,326	1,601,648	1,692,608	1,899,143	1,666,930	13,192,047

	MIAMI DADE VOLUME REPORT GRAND TOTAL 2018-2019								
	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	GRAND TOTAL
MIAMI DADE	1,631,688	1,575,759	1,613,945	1,510,326	1,601,648	1,692,608	1,899,143	1,666,930	13,192,047
MIAMI DADE ANIMAL DEPARTMENT								48	48
ULSD DYED								48	48
MIAMI DADE AVIATION	2,238		2,292	2,404	3,142	9,213		1,611	20,900
87 UNL W/10%ETH	538		1,195	1,204		4,436		810	8,183
90 MUL W/0%ETH					998				998
ULSD CLEAR	1,700		1,097	1,200		4,774		801	9,572
ULSD DYED					2,144	3			2,147
MIAMI DADE CORRECTIONS								1,643	1,643
ULSD DYED								1,643	1,643
MIAMI DADE FIRE & RESCUE	42,526	45,054	41,743	35,584	45,623	44,781	52,511	51,516	359,338
87 UNL W/10%ETH	6,990	5,084	5,678	5,861	8,359	6,650	7,445	5,901	51,968
ULSD CLEAR	31,912	38,075	34,595	28,620	34,485	36,889	43,362	34,686	282,624
ULSD DYED	3,624	1,895	1,470	1,103	2,779	1,242	1,704	10,929	24,746
MIAMI DADE FLEET	938,785	873,930	960,525	878,735	970,315	974,083	1,089,196	884,425	7,569,994
87 UNL W/10%ETH	610,407	583,682	620,433	576,017	631,533	658,714	715,875	588,924	4,985,585
ULSD CLEAR	328,378	290,248	340,092	302,718	338,782	315,369	373,321	295,501	2,584,409
ULSD DYED	-							-	-
MIAMI DADE HOUSING AGENCY						163	78	59	300
ULSD DYED						163	78	59	300
MIAMI DADE ISD/FUMD					5,141	39	4,482	409	10,071
ULSD DYED					5,141	39	4,482	409	10,071
MIAMI DADE PARK & RECREATION	6,318	6,849	6,513	12,623	8,928	6,684	6,699	8,940	63,554
87 UNL W/10%ETH	2,775	2,675	2,951	2,376	3,011	2,705	2,227	3,489	22,159
ULSD CLEAR					457			411	868
ULSD DYED	3,543	4,174	3,562	10,297	5,460	3,979	4,472	5,040	40,527
MIAMI DADE POLICE DEPARTMENT							2,000	1,465	3,465
ULSD DYED							2,000	1,465	3,465
MIAMI DADE SOLID WASTE MANAGEMENT						121			121
ULSD DYED						121			121
MIAMI DADE TRANSIT	612,081	569,486	559,953	484,178	529,331	535,778	521,507	457,594	4,269,908
87 UNL W/10%ETH	10,288	10,630	11,174	10,518	11,007	10,905	12,088	15,271	91,876
ULSD CLEAR	601,793	558,856	548,779	473,660	518,329	524,873	509,419	442,323	4,178,032
MIAMI DADE WATER & SEWER	29,740	80,440	42,919	96,802	39,168	121,746	222,670	259,220	892,705
ULSD DYED	29,740	80,440	42,919	96,802	39,168	121,746	222,670	259,220	892,705
Grand Total	1,631,688	1,575,759	1,613,945	1,510,326	1,601,648	1,692,608	1,899,143	1,666,930	13,192,047

				MIAMI DADE VOLUME REPORT GRAND TOTAL 2018-2019										
				NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	GRAND TOTAL
MIAMI DADE				1,631,468	1,575,759	1,613,945	1,510,326	1,601,648	1,697,608	1,899,143	1,666,930	13,192,047	13,192,047
	MIAMI DADE ANIMAL DEPARTMENT										48	48	48
		1599 NW 79 AVENUE									48	48	48
			USED DVD								48	48	48
	MIAMI DADE AVIATION			2,256		2,292	2,406	3,342	9,213		2,631	20,900	20,900
		12900 SW 145 AVENUE		2,256		2,292			3,276			7,796	7,796
			87 UNI W/1DVD TH	519		1,295			1,464			3,197	3,197
			USED CLEAR	1,737		1,097			1,473			4,599	4,599
		14610 NW 44 AVENUE							5,944			5,944	5,944
			87 UNI W/1DVD TH						2,972			2,972	2,972
			USED CLEAR						2,972			2,972	2,972
		28700 SW 217 AVENUE					2,404				1,611	4,015	4,015
			87 UNI W/1DVD TH				1,204				810	2,014	2,014
			USED CLEAR				1,200				801	2,001	2,001
		4101 NW 27 STREET						1,145	1			1,146	1,146
			USED DVD					1,143	1			1,144	1,144
		5455 E EAST TAMIAMI TRAIL						1,999				1,999	1,999
			NO SALE W/1DVD TH					998				998	998
			USED DVD					1,001				1,001	1,001
	MIAMI DADE CORRECTIONS										1,643	1,643	1,643
		1323 NW 13 STREET									269	269	269
			USED DVD								269	269	269
		13850 NW 41 STREET									147	147	147
			USED DVD								147	147	147
		1401 NW 7 AVENUE									100	100	100
			USED DVD								100	100	100
		6950 NW 41 STREET									123	123	123
			USED DVD								123	123	123
		7000 NW 41 STREET									1,004	1,004	1,004
			USED DVD								1,004	1,004	1,004
	MIAMI DADE FIRE & RESCUE			42,526	45,054	41,743	35,544	45,623	44,783	52,533	51,516	358,318	358,318
		10001 HAMMOCKS B VD		1,577	847	1,326	2,105	1,021	1,188	2,119	1,065	11,449	11,449
			USED CLEAR	1,577	847	1,326	2,105	1,021	1,188	2,119	1,065	11,449	11,449
		10200 NW 116 WAY		1,198	1,165	1,121	220	1,021	572	1,469	670	8,117	8,117
			USED CLEAR	1,198	1,165	1,121	220	1,021	572	1,469	670	8,117	8,117
		10500 COLLINS AVENUE		2,041	900	1,628	2,290	1,459	1,219	1,456	1,131	12,517	12,517
			USED CLEAR	2,041	901	1,628	2,290	1,459	1,219	1,456	1,131	12,517	12,517
		11451 SW 248 STREET		1,265	1,426	1,586	616	1,913	1,249	1,952	990	11,006	11,006
			USED CLEAR	1,265	1,426	1,586	616	1,913	1,249	1,952	990	11,006	11,006
		13000 NE 16 AVENUE		1,858	900	1,801	200	1,998	1,798	956	1,698	10,296	10,296
			USED CLEAR	1,858	900	1,801	200	1,998	1,798	956	1,698	10,296	10,296
		13990 SE 152 STREET		1,197	601	850	925	1,297	1,493	1,908	976	9,446	9,446
			USED CLEAR	1,197	601	850	925	1,297	1,493	1,908	976	9,446	9,446
		15890 SW 288 STREET		2,013	1,197	547	2,665	1,772	1,798	2,305	1,708	13,378	13,378
			USED CLEAR	2,013	1,197	547	2,665	1,772	1,798	2,305	1,708	13,378	13,378
		2655 SE 205 STREET								31		31	31
			USED CLEAR							31		31	31
		17605 SW 248 STREET		580	874	929	630	1,057	755	893	878	5,966	5,966
			USED CLEAR	580	874	929	630	1,057	755	893	878	5,966	5,966
		18705 NW 27 AVENUE		2,190	2,793	2,187	2,241	2,289	2,016	2,550	3,118	19,599	19,599
			USED CLEAR	2,190	2,793	2,187	2,241	2,289	2,016	2,550	3,118	19,599	19,599
		255 NW 4 AVENUE		2,171	3,459	2,478	2,334	2,343	2,562	2,828	3,177	20,173	20,173
			87 UNI W/1DVD TH	489	186	261	215	150	795	144	324	1,928	1,928
			USED CLEAR	1,785	3,220	2,217	2,119	2,193	2,067	3,684	2,986	18,265	18,265
		2900 NE 199 STREET		1,827	2,011	1,483	575	2,139	1,852	3,171	2,189	15,139	15,139
			USED CLEAR	1,827	2,011	1,483	575	2,139	1,852	3,171	2,189	15,139	15,139
		4701 SW 147 AVENUE		1,326	1,500	1,806	1,515	1,781	1,294	2,500	1,957	13,718	13,718
			USED CLEAR	1,326	1,500	1,806	1,515	1,781	1,294	2,500	1,957	13,718	13,718
		6000 SW 87 AVENUE							2,479			2,479	2,479
			87 UNI W/1DVD TH						479			479	479
			USED CLEAR						2,000			2,000	2,000
		6460 NW 27 AVENUE		1,991	1,753	1,661	1,453		1,885	1,741	2,528	13,871	13,871
			USED CLEAR	1,991	1,753	1,661	1,453		1,885	1,741	2,528	13,871	13,871
		650 NW 131 STREET		2,820	2,761	2,884	1,984	575	3,166	2,761	1,960	17,917	17,917
			USED CLEAR	2,820	2,761	2,884	1,984	575	3,166	2,761	1,960	17,917	17,917
		7900 NW 186 STREET		1,991	810	2,000	2,971	610	2,132	3,128	1,619	15,261	15,261
			USED CLEAR	1,991	810	2,000	2,971	610	2,132	3,128	1,619	15,261	15,261
		7777 SW 117 AVENUE		1,816	1,758	1,638	458	1,642	1,512	733	1,471	10,980	10,980
			USED CLEAR	1,816	1,758	1,638	458	1,642	1,512	733	1,471	10,980	10,980
		7825 SW 104 STREET		1,395	1,758	1,022	1,039	1,596	1,432	1,080	1,157	9,979	9,979
			USED CLEAR	1,395	1,758	1,022	1,039	1,596	1,432	1,080	1,157	9,979	9,979
		8010 NW 60 STREET			610	85				500		985	985
			USED CLEAR		610	85				500		985	985
		8181 NW 80 STREET		1,000		1,000						2,000	2,000
			USED CLEAR	1,000		1,000						2,000	2,000
		401 S AMERICAN WAY		1,854	1,855	1,820	1,103	2,779	1,742	1,704	2,929	14,926	14,926
			USED DVD	1,854	1,855	1,470	1,103	2,779	1,742	1,704	2,929	14,926	14,926
		4701 SW 142 STREET		1,000	1,677	2,170	299	2,404	2,337	2,765	2,470	17,072	17,072
			USED CLEAR	1,000	1,677	2,170	299	2,404	2,337	2,765	2,470	17,072	17,072
		9300 NW 41 STREET		8,378	12,904	8,876	8,675	12,559	8,858	12,992	17,004	89,200	89,200
			87 UNI W/1DVD TH	6,504	4,846	5,457	5,433	8,709	5,876	7,851	5,726	49,561	49,561
			USED CLEAR		8,046	3,757	3,065	4,356	2,982	5,091	3,278	29,829	29,829
			USED DVD	1,823							8,010	9,833	9,833
		9350 NW 22 AVENUE		1,027	2,903	2,020	1,286	2,967	2,405	2,787	1,841	16,233	16,233
			USED CLEAR	1,027	1,903	2,020	1,286	2,967	2,405	2,787	1,841	16,233	16,233
	MIAMI DADE FLEET			938,795	873,930	960,535	878,795	930,335	974,083	1,089,196	884,425	7,569,994	7,569,994
		10000 SW 147 AVENUE		25,260	20,390	19,449	18,923	23,843	22,835	23,837	23,961	173,958	173,958
			87 UNI W/1DVD TH	25,260	20,390	19,689	18,923	23,843	22,835	23,837	23,961	173,958	173,958
		1001 NW 11 STREET		43,053	50,961	59,787	56,362	56,947	62,850	63,967	58,276	453,003	453,003
			87 UNI W/1DVD TH	39,174	44,902	49,267	47,984	50,008	52,899	52,719	47,854	385,798	385,798
			USED CLEAR	3,963	5,944	9,487	10,228	6,935	9,966	11,248	8,422	69,705	69,705
		10780 SW 211 STREET		104,812	98,293	92,213	73,650	93,223	90,043	110,367	99,637	762,398	762,398
			87 UNI W/1DVD TH	56,957	54,411	53,225	50,190	61,522	58,833	71,287	56,661	467,299	467,299
			USED CLEAR	47,855	43,662	37,048	23,460	29,701	31,190	39,080	43,016	295,099	295,099
		12451 SW 184 STREET		24,838	18,375	26,307	20,395	26,224	26,253	29,005	18,785	190,152	190,152
			87 UNI W/1DVD TH	18,838	13,976	19,836	14,937	19,799	20,508	16,411	18,849	132,059	132,059
			USED CLEAR	6,000	4,399	6,471	5,473	12,425	5,745	12,594	1,936	58,043	58,043
		15665 BISCAYNE BLVD		33,817	27,430	26,476	24,733	30,692	31,353	29,300	32,920	237,131	237,131
			87 UNI W/1DVD TH	33,817	27,430	26,476	24,733	30,692	31,353	29,300	32,920	237,131	237,131
		15801 N CRUISE BLVD		22,092	22,562	23,206	9,562	14,864	22,345	22,482	22,773	160,494	160,494
			87 UNI W/1DVD TH	22,092	22,455	22,262	8,968	13,899	21,823	21,982	22,727	92,081	92,081
			USED CLEAR	995	967	944	594	965	522	500	1,996	8,413	8,413
		18701 NE 6 AVENUE		56,695	48,731	60,668	39,780	37,650	47,926	58,906	47,124	393,130	393,130
			87 UNI W/1DVD TH	12,117	7,401	8,680	7,481	7,956	6,885	14,837	7,818	67,487	67,487
			USED CLEAR	44,578	41,330	52,208	32,299	29,694	40,886	44,496	39,306	325,643	325,643
		18805 NW 27 AVENUE		28,242	25,825	31,918	26,256	23,918	27,038	33,657	31,527	246,917	246,917
			87 UNI W/1DVD TH	28,242	25,825	31,918	26,256	23,918	27,038	33,657	31,527	246,917	246,917
		700 W 24 PLACE			7,932			7,426		12,886		22,358	22,358
			87 UNI W/1DVD TH		3,968			7,426		6,980		17,394	17,394
			USED CLEAR		3,964					5,980		9,964	9,964
		701 NW 1 STREET		71,842	71,882	66,522	59,220	76,628	75,554	75,867	58,702	556,275	556,275
			87 UNI W/1DVD TH	71,630	71,882	66,522	59,220	76,628	75,554	75,867	58,702	556,275	556,275
		21300 NW 47 AVENUE		17,358	12,962	21,869	16,334	66,158	15,232	17,019	16,869	183,443	183,443
			87 UNI W/1DVD TH	5,970	4,955	8,928	7,074	29,320	4,286	5,504	5,853	67,910	67,910
			USED CLEAR	11,439	8,007	12,941	9,260	36,838	10,952	11,515	11,009	115,511	115,511
		2575 NE 151 STREET		15,145	5,049	11,451	12,727	13,952	6,925	16,842	7,883	89,905	89,905
			87 UNI W/1DVD TH	9,613	5,049	7,481	6,228	9,975	6,925	10,864	5,941	61,329	61,329
			USED CLEAR	5,863		3,645	6,499	3,975		6,018	1,968	28,776	28,776
		3575 S LEJEUNE ROAD		19,331	13,867	19,916	14,933	17,918	12,867	16,500	17,899	110,190	110,190
			87 UNI W/1DVD TH	19,331	13,867	19,916	14,933	17,918	12,867	16,500	17,899	110,190	110,190
		160 CORAL SEA BLVD					29,279	22,305				51,584	51,584

MIAMI DADE	MIAMI DADE FLEET	3140 CORAL SEA BLVD	LASD CLEAR				24,779	22,925				52,084	52,084	
		1675 NW 10 AVENUE		7,610	6,182	9,526	8,955	3,644	4,200	6,211	6,522	42,932	42,932	
			B7 UNL W/10%LTH	4,934	2,975	6,014	2,478	3,033	2,082	2,007	2,490	25,937	25,937	
			LASD CLEAR	2,676	1,203	3,512	2,477	611	2,118	2,204	2,012	16,995	16,995	
		3389 RICKENBACKER CSWY		8,830	10,435	11,467	12,949	5,938	11,944	12,095	5,670	84,168	84,168	
			B7 UNL W/10%LTH	4,957	5,944	6,485	6,958	2,979	5,982	6,047	2,995	45,265	45,265	
			LASD CLEAR	3,873	4,491	4,982	5,991	2,979	5,984	6,048	2,675	38,903	38,903	
		4300 NW 20 STREET		63,844	57,138	67,819	67,576	63,911	61,064	77,609	68,462	529,523	529,523	
			B7 UNL W/10%LTH	49,917	41,717	52,267	52,439	48,597	45,558	61,716	55,647	404,118	404,118	
			LASD CLEAR	13,927	15,392	15,222	14,857	22,314	15,506	15,893	12,815	125,403	125,403	
		4801 SW 117 AVENUE		35,179	25,806	25,321	31,457	30,121	31,077	25,703	28,241	232,907	232,907	
			B7 UNL W/10%LTH	20,801	11,863	18,347	18,576	16,226	19,879	13,920	16,643	136,257	136,257	
			LASD CLEAR	14,378	13,943	6,974	12,881	13,895	11,198	11,783	11,598	96,780	96,780	
		5975 MIAMI LAKES DR		25,313	16,417	25,356	24,441	29,845	28,336	24,214	25,246	199,068	199,068	
			B7 UNL W/10%LTH	25,313	16,417	25,356	24,441	29,845	28,336	24,214	25,246	199,068	199,068	
		6101 SW 87 AVENUE		37,176	38,535	28,843	40,211	40,211	37,781	47,911	29,654	289,795	289,795	
			B7 UNL W/10%LTH	22,760	25,324	24,452	25,849	25,337	29,844	33,570	16,755	183,672	183,672	
			LASD CLEAR	14,416	13,211	14,391	14,362	14,874	12,937	14,341	8,899	106,123	106,123	
		6787 CRANDON BLVD			6,930		13,699		7,425	11,500	6,001	45,055	45,055	
			B7 UNL W/10%LTH		6,930		7,473		7,425	6,000	6,001	33,816	33,816	
			LASD CLEAR				5,978			5,500		11,239	11,239	
		701 NW 25 STREET		23,570	21,916	26,859	24,243	23,466	20,229	22,295	26,039	153,671	153,671	
			B7 UNL W/10%LTH	17,118	13,916	16,959	16,840	16,515	10,229	13,862	19,676	121,085	121,085	
			LASD CLEAR	6,452			7,878	5,965		6,433	6,363	32,586	32,586	
		7100 NW 36 STREET		11,883	5,967	12,457	5,754	8,285	7,925	12,964	8,384	73,019	73,019	
			B7 UNL W/10%LTH	5,932	5,967	5,984	5,754	8,274	3,961	6,904	8,384	46,660	46,660	
			LASD CLEAR	5,951		6,473		3,971	3,964	6,000		26,359	26,359	
		7707 SW 117 AVENUE		37,176	19,369	13,968	15,926	15,187	15,475	16,161	10,585	123,187	123,187	
			B7 UNL W/10%LTH	37,176	19,369	13,968	15,926	15,187	15,475	16,161	10,585	123,187	123,187	
		7900 SW 107 AVENUE		42,561	53,611	41,266	34,231	45,161	50,526	69,934	47,511	385,420	385,420	
			B7 UNL W/10%LTH	5,743	8,784	8,000	8,631	7,968	9,655	12,033	5,350	57,370	57,370	
			LASD CLEAR	36,098	44,809	33,266	25,600	37,193	41,061	57,901	42,161	328,050	328,050	
		799 NW 83 STREET		43,235	33,706	45,819	33,288	45,235	26,166	41,584	41,866	308,969	308,969	
			B7 UNL W/10%LTH	43,235	33,706	45,819	33,288	45,235	26,166	41,584	41,866	308,969	308,969	
		8801 NW 58 STREET		137,254	104,729	137,553	93,210	67,227	153,911	138,178	129,243	961,326	961,326	
			B7 UNL W/10%LTH	29,678	25,883	30,362	27,158	26,178	42,206	41,425	26,170	249,738	249,738	
			LASD CLEAR	107,576	78,846	107,191	66,052	41,048	101,705	96,753	86,073	711,587	711,587	
		8950 SW 232 STREET		32,418	21,483	34,321	25,367	32,283	34,251	49,237	20,810	270,167	270,167	
			B7 UNL W/10%LTH	32,418	21,483	32,478	19,968	6,469	33,412	31,956	5,951	76,091	76,091	
			LASD CLEAR		24,000	21,893	17,398	25,816	20,839	22,231	26,859	164,076	164,076	
			LASD DYED									-	-	
		9179 NW 25 STREET		59,068	56,689	61,566	58,966	45,575	53,895	61,284	51,691	454,206	454,206	
			B7 UNL W/10%LTH	59,068	56,689	61,566	58,966	45,575	53,895	61,284	51,691	454,206	454,206	
	MIAMI DADE HOUSING AGENCY								263	78	99	500	500	
		8255 NW MIAMI COURT							263	78	59	300	300	
			LASD DYED						263	78	59	300	300	
	MIAMI DADE ISD/FUMD							5,161	99	4,482	609	10,071	10,071	
		101 W FLAGLER ST						45				45	45	
			LASD DYED					45				45	45	
		111 NW 1 STREET						4,271				4,271	4,271	
			LASD DYED					4,271				4,271	4,271	
		15555 BISCAYNE BLVD							99			99	99	
			LASD DYED						99			99	99	
		3501 NW 46 ST								4,482	609	4,891	4,891	
			LASD DYED							4,482	409	4,891	4,891	
		601 NW 1 COURT						325				325	325	
			LASD DYED					325				325	325	
		701 NW 1 COURT						500				500	500	
			LASD DYED					500				500	500	
	MIAMI DADE PARK & RECREATION			6,318	6,849	6,523	12,629	8,978	6,684	6,699	8,960	63,554	63,554	
		11700 SW 24 STREET				786		1,938			1,320	2,860	2,860	
			B7 UNL W/10%LTH			512		547			899	1,958	1,958	
			LASD CLEAR					437			421	858	858	
			LASD DYED			258						258	258	
		11995 SW 79 STREET		215								215	215	
			LASD DYED	215								215	215	
		12401 SW 152 STREET		3,456	2,156	3,093	1,251	2,930	1,963	3,224	1,200	17,473	17,473	
			B7 UNL W/10%LTH	1,063	1,333	762	1,001	1,365	1,171	999	587	8,481	8,481	
			LASD DYED	393	823	331	250	1,565	492	225	213	4,012	4,012	
		3275 NE 79 STREET					6,938					6,938	6,938	
			LASD DYED				6,938					6,938	6,938	
		175 NW DIXIE HWY			541			511			457	1,541	1,541	
			B7 UNL W/10%LTH		291			284			217	792	792	
			LASD DYED		250			289			250	789	789	
		6700 CRANDON BLVD		895	1,803	1,310	744	790	1,668	863	876	8,385	8,385	
			B7 UNL W/10%LTH	480	611	267	177	599	833	995	422	4,224	4,224	
			LASD DYED	835	792	621	367	671	835	466	456	6,161	6,161	
		6801 MIAMI GARDENS DR		663	825	761	865	860	750	850	1,508	7,017	7,017	
			B7 UNL W/10%LTH	323	908	410	450	416	375	385	708	3,465	3,465	
			LASD DYED	340	427	351	390	428	375	465	800	3,552	3,552	
		7979 ATLANTIC WAY		1,958	1,790	2,145	1,920	2,278	2,256	2,586	1,084	18,017	18,017	
			LASD DYED	1,648	1,790	2,145	1,920	2,278	2,256	2,586	1,084	18,017	18,017	
		8520 SW 152 AVENUE					198			200		398	398	
			LASD DYED				198			200		398	398	
		9300 SW 152 STREET		3,392	224	600	432	543	559	668	643	5,600	5,600	
			B7 UNL W/10%LTH	929		600	696	930	306	668	658	5,439	5,439	
			LASD DYED	862	224	192	738	749	253	500	235	2,251	2,251	
	MIAMI DADE POLICE DEPARTMENT									2,000	1,465	3,465	3,465	
		10501 SW 242 AVENUE									200	200	200	
			LASD DYED								200	200	200	
		10800 SW 211 STREET									120	120	120	
			LASD DYED								120	120	120	
		15665 BISCAYNE BLVD									145	145	145	
			LASD DYED								145	145	145	
		18805 NW 27 AVENUE									300	300	300	
			LASD DYED								300	300	300	
		5975 MIAMI LAKES DRIVE									56	56	56	
			LASD DYED								56	56	56	
		7612 SW 117 AVENUE									92	92	92	
			LASD DYED								92	92	92	
		7707 SW 117 AVENUE									152	152	152	
			LASD DYED								152	152	152	
		799 NW 83 STREET									300	300	300	
			LASD DYED								300	300	300	
		9105 NW 79 STREET								2,000		2,000	2,000	
			LASD DYED							2,000		2,000	2,000	
		9401 NW 58 STREET									100	100	100	
			LASD DYED								100	100	100	
	MIAMI DADE SOLID WASTE MANAGEMENT								121			121	121	
		6990 NW 97 AVENUE							121			121	121	
			LASD DYED						121			121	121	
	MIAMI DADE TRANSIT			612,081	569,686	559,953	466,178	520,331	515,778	521,507	457,994	4,269,908	4,269,908	
		20500 SW 152 AVENUE				356						356	356	
			LASD CLEAR			356						356	356	
		3775 SW 74 AVENUE		244,955	232,477	251,828	224,958	239,842	219,276	239,629	220,925	1,872,930	1,872,930	
			B7 UNL W/10%LTH	3,450	2,360	770	1,735	1,566	1,564	2,075	1,794	15,728	15,728	
			LASD CLEAR	241,505	230,117	251,058	223,223	238,276	217,712	237,554	219,131	1,856,202	1,856,202	
		3300 NW 32 AVENUE		54,487	61,300	64,252	39,752	38,491	36,256	55,563	31,968	383,498	383,498	
			B7 UNL W/10%LTH		1,850		1,887	1,661	1,875	4,130	1,968	23,085	23,085	
			LASD CLEAR	54,487	59,600	64,252	37,865	36,830	34,381	51,433		360,433	360,433	
		3311 NW 33 STREET		3,300		1,450						4,750	4,750	
			B7 UNL W/10%LTH	3,300		1,450						4,750	4,750	
		3601 NE 185 STREET		261,041	249,276	247,254	236,268	267,014	261,345	261,582	261,822	3,018,695	3,018,695	

MIAMI-DADE	MIAMI-DADE TRANSIT	360 NE 185 STREET	87 UNI W/10MI IN	1 [illegible]	1,350	1,350	696	1,328	2,294	1,686	2,220	9,434	9,434
			USD CLEAR	260,043	264,059	246,191	235,505	260,651	260,291	259,695	241,293	2,009,291	2,009,291
		6601 NW 72 AVENUE		8,696	8,500	12,108	4,265	8,529	8,733	8,757	8,909	64,679	64,679
			87 UNI W/10MI IN	8,858	8,400	7,858	8,265	4,518	4,442	4,222	8,909	42,909	42,909
			USD CLEAR		8,200	6,501		4,415	4,271	4,483		21,720	21,720
	MIAMI-DADE WATER & SEWER			29,740	80,849	42,919	96,802	39,169	173,766	222,670	259,220	892,705	892,705
		3500 W 2 AVENUE									16,978	16,978	16,978
			USD DYED								16,978	16,978	16,978
		7575 NE 151 STREET					29,782			22,255	44,426	96,465	96,465
			USD DYED				29,784			22,255	44,426	96,465	96,465
		900 NW N RIVER DRIVE		7,443	14,893	7,467	7,443	14,836	7,439	14,846	14,797	89,179	89,179
			USD DYED	7,443	14,893	7,467	7,443	14,836	7,439	14,846	14,797	89,179	89,179
		3589 RICKENBACKER CAUSEWAY				7,451	7,448		14,848		37,037	66,784	66,784
			USD DYED			7,451	7,448		14,848		37,037	66,784	66,784
		6800 SW 87 AVENUE		14,878	35,279	14,868	52,327		61,756	178,150	51,668	429,426	429,426
			USD DYED	14,878	35,279	14,868	52,327		61,756	178,150	51,668	429,426	429,426
		8950 SW 232 STREET		7,439	29,768	29,318		24,332	37,683	7,439	74,124	178,843	178,843
			USD DYED	7,439	29,768	14,338		24,332	37,683	7,439	74,124	178,843	178,843
Grand Total				1,631,688	2,575,759	2,613,945	2,510,326	2,601,848	2,697,606	2,899,143	1,666,930	13,197,047	13,197,047

Internal Services Department
Procurement Management Division

Addendum No. 2

To: All Potential Bidders

Date: 8/14/19

Invitation to Quote No.: ITQ-676-A-19-21
Title: Gasoline and Diesel, Transport and Tank Wagon

This Addendum becomes part of the above-mentioned Invitation To Quote (ITQ)

A. Exhibit C are copies of additional invoices and bill of lading to the ones released in Addendum 1, for informational purposes only.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Jesus Lee
Procurement Contracting Officer 3
CC: Clerk of the Board
Bruce Libhaber, Assistant County Attorney
DTPW

Exhibit C

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454744-IN
Invoice Date: 7/8/2019

Purchase Order: 45017
Order Date 7/8/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
POLICE HEADQUARTERS
9109 NW 25 STREET
MIAMI, FL 33172-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
739726	FR	FR	NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,499.00	8,380.00	1.8237	15,282.61
87 OCTANE		Whse: 999	Opis: 1.8637	Diff: -0.0400	
FED EXC LUST GOVT TAX				0.00100	8.38
FL INSPECTION FEE				0.00125	10.48
FL LOCAL OPTION TAX				0.17800	1,491.64
FL MOTOR FUEL TAX				0.18100	1,516.78
FL POLLUTION TAX				0.02071	173.55
MIAMI DADE INS FEE (.25%)				0.00456	38.21
MIAMI DADE USER FEE (2%)				0.03647	305.62
		Taxes and Fees Subtotal			3,544.66

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1911450
BPO# AB-CW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/11/19
VERIFIED BY: MJD
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 11 2019
By

Net Invoice:	18,827.27
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,827.27

Exhibit C

LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT 45017

NOT NEGOTIABLE

FOR CHEMICAL EMERGENCY SPILL, LEAK,FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CCN 4886

SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignor in effect on the date of the issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs legally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below is in compliance with the applicable standards for volatility in effect at the time of the product transfer and has been additized, except where otherwise noted, in accordance with requirements specified under Section 211 of the Clean Air Act.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

BOL NUMBER 739726

RECEIVED BY CARRIER PER DRIVER
x William Hernandez

RECEIVED AT DESTINATION
CUSTOMER

SUPPLYING TERMINAL: CITGO Petroleum Corp 801 Southeast 28th Street Ft Lauderdale, FL 33316 | EPA #: 404481805 | TCN #: T65FL2157 | SPLC #: 499440 | PLANT #: 3103 | TERMINAL PHONE NO.: 954.525.6742

D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM	UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED(GL)
X	UN1203	GASOLINE	3	PGII, 1 cargo tank	8499
				Total :	8499

CONSIGNEE: (SOLD TO) SUNSHINE GASOLINE DIST INC/UNBR - MIAMI, FL 33172
PO/CUST REF #:
LOAD RACK: Bay 1
LOAD START: 7/8/2019 06:55
LOAD END: 7/8/2019 07:05

DESIGNEE: (SHIP TO) SUNSHINE GASOLINE DIST INC/UNBR - FL DEL , FL
CUSTOMER TYPE: UnBranded
CUSTOMER DEST: 227399
CUSTOMER CARD: 227399
CUSTOMER FEIN:

CARRIER: ESP FUELING LLC DBA ESP TRANSPOR 1075 E 29TH ST HIALEAH, FL 33013
SCAC: ESPF
CARRIER FEIN: 81-3731019
TRAILER: ESPF 70

SUPPLIER: 9901-CITGO PETROLEUM CORP - ,
SHIPPER: 9903-CITGO PETROLEUM UNBRANDED - ,
TAX LICENSE:
DRIVER CARD: 35218
DRIVER NAME: William Hernandez
VAPOR ID:

FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
12800	GAS 87OCT >=9.0RVP 10%E CFG	8499	8380	60.6	80.56	87	0	1,2,3,4,5,6
	Gasoline:	7648	7539					
	Ethanol:	851	841					

Miami-Dade County

1.E10: Contains between 9 and 10 vol % ethanol. Do not mix with gasoline containing anything other than between 9 and 10 vol % ethanol.
2.Conventional Gasoline. This product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.
3.No assigned RINs Transferred by CITGO Petroleum Corp.
4.This gasoline should not be sold or used in convetional gascline non-attainment areas requiring gasoline with a maxium RVP of 7.8 PSI or less
5.During the EPA Regulatory Control Period defined in 40 CFR 80.27(a)(2)(ii) and/or applicable State Implementation Plan time period: The RVP does not exceed 10.0 psi. The 1 psi RVP waiver applies to this gasoline.
6 The Shipper listed on this document is responsible for the collection and remittance of all applicable origin and destination state taxes for the transactions listed on this document.

H dark

EMERGENCY RESPONSE, HEALTH and PHYSICAL HAZARDS

GASOLINE....UN1203 (ALL GRADES) ETHANOL AND GASOLINE MIXTURE, GREATER THAN 10% ETHANOL....UN3475 DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED
FUEL OIL.... NA1993 KEROSENE....UN1223 FUEL AVIATION....UN1863 (TURBINE ENGINE) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED
ETHANOL....UN1170 (DENATURED ETHANOL) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED. CANNOT BE MADE NON-TOXIC

POTENTIAL HAZARDS

FIRE OR EXPLOSION: •HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks or flames. •Vapors may form explosive mixtures with air. •Vapors may travel to source of ignition and flash back. •Most vapors are heavier than air, they will spread along ground and collect in low or confined areas (sewers, basements, tanks). •Vapor explosion hazard indoors, outdoors or in sewers. •Runoff to sewer may create fire or explosion hazard. •Containers may explode when heated. •Many liquids are lighter than water.
HEALTH: •Fire may produce irritating, corrosive and/or toxic gases. •Vapors may cause dizziness or suffocation. •Runoff from fire control or dilution water may cause pollution.

PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

•Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. •Keep unauthorized personnel away. •Stay upwind. •Keep out of low areas. •Ventilate closed spaces before entering.
PROTECTIVE CLOTHING: •Wear positive pressure self-contained breathing apparatus (SCBA). •Structural firefighters' protective clothing will only provide limited protection.
EVACUATION: •Large Spill: •Consider initial downwind evaluation for at least 300 meters (1000 feet). •FIRE: If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meets (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

EMERGENCY RESPONSE

FIRE: CAUTION: All of these products have a very low flash point: Use of water spray when fighting fire may be inefficient. •Small Fires: •Dry chemical, CO2, water spray or regular foam. Alcohol resistant foam is required for ethanol (Denatured Alcohol) and ethanol and gasoline mixtures. •Large Fires: Water, spray, fog or foam. •Do not use straight streams. •Move containers from fire area if you can do it without risk. •Fire involving Tank or Car / Trailer loads: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. •Cool containers with flooding quantities of water until well after fire is out. •Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. •ALWAYS stay away from the ends of tanks. •For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.
SPILL OR LEAK: •ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). •All equipment used when handling the product must be grounded. •Do not touch or walk through spill material. •Stop leak if you can do it without risk. •Prevent entry into waterways, sewers, basements or confined areas. •A Vapor suppressing foam may be used to reduce vapors. •Absorb or cover with dry earth, sand or other non-combustible material, transfer to containers. •Use clean non-sparking tools to collect absorbed material. •Large Spills: •Dike far ahead of liquid spill for later disposal. •Water spray may reduce vapor; but may not prevent ignition in closed spaces.
FIRST AID: •Move victim to fresh air. •Call emergency medical care. •Apply artificial respiration if victim is not breathing. •Administer oxygen if breathing is difficult. •Remove and isolate contaminated clothing and shoes. •In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. •Wash skin with soap and water. •Keep victim warm and quiet. •Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

Print Time: 07/08/2019 07:05 Version: 1.0.0.5 Page 1 of 1

8/15/2019 4:34 AM

Solicitation 1676-A-19-21

Exhibit C
Invoice

p. 59

SUNSHINE GASOLINE DISTRIBUTORS
1550 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0457257-IN
Invoice Date: 7/25/2019

Purchase Order: 45110
Order Date 7/25/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 3A
18701 NE 6 AVENUE
MIAMI, FL 33179-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
362308	FR	FR	NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
004	GAL	7,502.00	7,403.00	1.9443	14,393.65
CLEAR DIESEL		Whse: 999	Opis: 1.9943	Diff: -0.0500	
FED EXC LUST GOVT TAX				0.00100	7.40
FL LOCAL OPTION TAX-DSL				0.14800	1,095.64
FL MOTOR FUEL TAX-DSL				0.18100	1,339.94
FL POLLUTION TAX				0.02071	153.32
MIAMI DADE INSP FEE (.25%)				0.00486	35.98
MIAMI DADE USER FEE (2%)				0.03889	287.90
		Taxes and Fees Subtotal			2,920.18

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1901505
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41015
DATE INV RECD: 7/30/19
VERIFIED BY: MJ
AUTHORIZED BY:
Scott Stephens

RECEIVED
JUL 30 2019
By

Net Invoice:	17,313.83
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	17,313.83

8/15/2019 4:34 AM

Solicitation ITQ-676-A-19

45110 Exhibit C

MOTIVA

BILL OF LADING

ORIGINAL

p. 60

FOR PRODUCT EMERGENCY - Spill, Leak, Fire, Exposure, or Accident Day or Night Call:CHEMTREC 1-800-424-9300 (CCN 15030)

PORT EVERGLADES EAST TERMINAL
1500 SE 26TH ST
Ft. Lauderdale FL 33316

SUPPLIER: 0000000002 MOTIVA ENTERPRISES LLC
CUSTOMER: 0012326101 SUNSHINE GASOLINE DI
ACCOUNT: 0020004390 SUNSHINE GASOLINE DI
DESTINATION:
SHIP TO: 724 S FLAGLER AVE
HOMESTEAD FL 33030-7247

BOL# 0000362308 EPA# 429581240 Folio: 07/019
TransID: 530 3rd Party Ref: 000002699 Order: 0000000000
Batch: Contract:
Load Start: 2019-07-25 07:56 Load Stop: 2019-07-25 08:08
CARRIER: PENN TANK LINES
SCAC: PTAL TRACTOR: TRAILER: 1941179
DRIVER: 00005095 VILUS, JERRY
COMMENTS:

For complete Health and Physical Safety hazard information, please refer to the SDS. FL TERMINAL LOCATOR NUMBER T-65-FL-2154

Product Summary

HM	Hazardous Materials Description	Gals
X	NA 1993, DIESEL FUEL, 3, III 1 - T/T	7502
	TOTALS[GALS]:	7502

Totals by Grade	Gross	Net
BR ULSD #2D (S-15 PPM)	7502	7403

ID	Name	Gross	Net	Temp	Grav	Bay	Meter	Tank
SHG025	BR ULSD #2D (S-15 PPM)	4101	4047	87.9	36.9	02	0301	1200
SHG025	BR ULSD #2D (S-15 PPM)	3401	3356	88.2	36.9	02	0201	1200

Miami-Dade County

Shop 3A

Product Message

#2D 15 PPM SULFUR MOTOR VEHICLE DIESEL FUEL. THIS PRODUCT IS 15 PPM SULFUR (MAXIMUM) UNDYED ULTRA-LOW SULFUR DIESEL #2 FUEL. FOR USE IN ALL DIESEL VEHICLES AND ENGINES. THIS DISTILLATE MEETS ALL FEDERAL AND STATE REQUIREMENTS FOR ON-ROAD (ON-HIGHWAY) MOTOR VEHICLE USE, HOWEVER IT IS NOT APPROVED FOR DIESEL MOTOR VEHICLES USE IN CALIFORNIA UNDER CARB DIESEL REGULATIONS.

NON DYED DIESEL FUEL, NO VISIBLE EVIDENCE OF DYE. THIS PERODUCT MAY NOT BE USED IN THE TEXAS LOW EMISSION DIESE DESIGNATED AREA WITHOUT FURTHER PROCESSING.

Before	After
DSL75	98
0" water	
DSL75	105
0" water	

Delivery Instructions:

Equipment Instructions:

This is to certify that the above-named materials are properly classified, described, packaged, marked & labeled & is in proper condition for transportation according to the applicable regulations of the Department of Transportation. Carrier certifies that the container supplied for this shipment meets all applicable Department of Transportation specifications.

Driver/Operator: VILUS, JERRY
Signature:

65

Received By:

8/15/2019 4:34 AM

Exhibit C

Invoice

SUNSHINE GASOLINE DISTRIBUTORS
1650 NW 87 AVE
MIAMI, FL 33172
3054775800

Invoice Number: 0454250-IN
Invoice Date: 7/3/2019

Purchase Order: 45003
Order Date 7/3/2019
Salesperson: 0000
Customer Number: 20-0309998

Sold To:
MDC - FLEET MANAGEMENT
111 NW 1 ST
STE 1050
MIAMI, FL 33128-8

Ship To:
SHOP 2
6100 SW 87 AVENUE
MIAMI, FL 33173-8

Bill of Lading Number	Ship VIA	F.O.B.	Terms
739492			NET 15 DAYS

Item Number	Unit	Gross Quantity	Shipped Quantity	Price	Amount
001	GAL	8,499.00	8,369.00	1.7752	14,856.65
87 OCTANE		Whse: 999	Opis: 1.8152	Diff: -0.0400	
FED EXC LUST GOVT TAX				0.00100	8.37
FL INSPECTION FEE				0.00125	10.46
FL LOCAL OPTION TAX				0.17800	1,489.68
FL MOTOR FUEL TAX				0.18100	1,514.79
FL POLLUTION TAX				0.02071	173.32
MIAMI DADE INS FEE (.25%)				0.00444	37.16
MIAMI DADE USER FEE (2%)				0.03550	297.10
		Taxes and Fees Subtotal			3,530.88

Miami-Dade County

ISD FLEET MGT ADMINISTRATION
POID: 1011450
BPO# ABCW1800496
INDEX: ID02257200
SUB-OBJ: 41016
DATE INV RECD: 7/9/19
VERIFIED BY: HJ
AUTHORIZED BY: Scott Stephens

RECEIVED
JUL 09 2019
By

Net Invoice:	18,387.53
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	18,387.53

8/15/2019 4:34 AM

Solicitation ITQ-878-A-19-21

Exhibit C

LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT

NOT NEGOTIABLE

FOR CHEMICAL EMERGENCY SPILL, LEAK,FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CCN 4886

SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignor in effect on the date of the issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs legally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below is in compliance with the applicable standards for volatility in effect at the time of the product transfer and has been additized, except where otherwise noted, in accordance with requirements specified under Section 211 of the Clean Air Act.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

BOL NUMBER 739492

RECEIVED BY CARRIER PER DRIVER
x Livan Torres

RECEIVED AT DESTINATION
CUSTOMER

SUPPLYING TERMINAL:	CITGO Petroleum Corp 801 Southeast 28th Street Ft. Lauderdale, FL 33316	EPA #:	404481805	TCN #:	T65FL2157	SPLC #:	499440	TERMINAL PHONE NO.:	954.525.6742
						PLANT #:	3103		

D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM	UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED(GL)
X	UN1203	GASOLINE	3	PGII, 1 cargo tank	8499
				Total:	8499

CONSIGNEE: (SOLD TO)	SUNSHINE GASOLINE DIST INC/UNBR - MIAMI, FL 33172	DESIGNEE: (SHIP TO)	SUNSHINE GASOLINE DIST INC/UNBR - FL DEL , FL	CARRIER:	ESP FUELING LLC DBA ESP TRANSPOR 1075 E 29TH ST HIALEAH, FL 33013	SUPPLIER:	9901-CITGO PETROLEUM CORP - ,
PO/CUST REF #:		CUSTOMER TYPE:	UnBranded			SHIPPER:	9903-CITGO PETROLEUM UNBRANDED - ,
LOAD RACK:	Bay 3	CUSTOMER DEST:	227399	SCAC:	ESPF	TAX LICENSE:	
LOAD START:	7/3/2019 13:48	CUSTOMER CARD:	227399	CARRIER FEIN:	81-3731019	DRIVER CARD:	34594
LOAD END:	7/3/2019 13:59	CUSTOMER FEIN:		TRAILER:	ESPF 5109	DRIVER NAME:	Livan Torres
						VAPOR ID:	

FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
12800	GAS 87OCT >=9.0RVP 10%E CFG	8499	8369	63.6	81.82	87	0	1,2,3,4,5,6
	Gasoline:	7649	7531					
	Ethanol:	850	838					

Miami-Dade County

1.E10: Contains between 9 and 10 vol % ethanol. Do not mix with gasoline containing anything other than between 9 and 10 vol % ethanol.
2.Conventional Gasoline. This product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.
3.No assigned RINs Transferred by CITGO Petroleum Corp.
4.This gasoline should not be sold or used in conventional gasoline non-attainment areas requiring gasoline with a maxium RVP of 7.8 PSI or less
5.During the EPA Regulatory Control Period defined in 40 CFR 80.27(a)(2)(ii) and/or applicable State implementation Plan time period: The RVP does not exceed 10.0 psi. The 1 psi RVP waiver applies to this gasoline.
6.The Shipper listed on this document is responsible for the collection and remittance of all applicable origin and destination state taxes for the transactions listed on this document.

EMERGENCY RESPONSE, HEALTH and PHYSICAL HAZARDS

GASOLINE....UN1203 (ALL GRADES) ETHANOL AND GASOLINE MIXTURE, GREATER THAN 10% ETHANOL....UN3475 DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED
FUEL OIL.... NA1993 KEROSENE....UN1223 FUEL AVIATION....UN1863 (TURBINE ENGINE) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED
ETHANOL....UN1170 (DENATURED ETHANOL) DANGER ! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED. CANNOT BE MADE NON-TOXIC

POTENTIAL HAZARDS

FIRE OR EXPLOSION: •HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks or flames. •Vapors may form explosive mixtures with air. •Vapors may travel to source of ignition and flash back. •Most vapors are heavier than air, they will spread along ground and collect in low or confined areas (sewers, basements, tanks). •Vapor explosion hazard indoors, outdoors or in sewers. •Runoff to sewer may create fire or explosion hazard. •Containers may explode when heated. •Many liquids are lighter than water.
HEALTH: •Fire may produce irritating, corrosive and/or toxic gases. •Vapors may cause dizziness or suffocation. •Runoff from fire control or dilution water may cause pollution.

PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

•Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. •Keep unauthorized personnel away. •Stay upwind. •Keep out of low areas. •Ventilate closed spaces before entering.
PROTECTIVE CLOTHING: •Wear positive pressure self-contained breathing apparatus (SCBA). •Structural firefighters' protective clothing will only provide limited protection.
EVACUATION: •Large Spill: •Consider initial downwind evaluation for at least 300 meters (1000 feet). •FIRE: If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meets (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

EMERGENCY RESPONSE

FIRE: CAUTION: All of these products have a very low flash point: Use of water spray when fighting fire may be inefficient. •Small Fires: •Dry chemical, CO2, water spray or regular foam. Alcohol resistant foam is required for ethanol (Denatured Alcohol) and ethanol and gasoline mixtures. •Large Fires: Water, spray, fog or foam. •Do not use straight streams. •Move containers from fire area if you can do it without risk. •Fire involving Tank or Car / Trailer loads: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. •Cool containers with flooding quantities of water until well after fire is out. •Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. •ALWAYS stay away from the ends of tanks. •For massive fire, use unmanned hose holders or monitor nozzles: If this is impossible, withdraw from area and let fire burn.
SPILL OR LEAK: •ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). •All equipment used when handling the product must be grounded. •Do not touch or walk through spill material. •Stop leak if you can do it without risk. •Prevent entry into waterways, sewers, basements or confined areas. •A Vapor suppressing foam may be used to reduce vapors. •Absorb or cover with dry earth, sand or other non-combustible material, transfer to containers. •Use clean non-sparking tools to collect absorbed material. •Large Spills: •Dike far ahead of liquid spill for later disposal. •Water spray may reduce vapor; but may not prevent ignition in closed spaces.
FIRST AID: •Move victim to fresh air. •Call emergency medical care. •Apply artificial respiration if victim is not breathing. •Administer oxygen if breathing is difficult. •Remove and isolate contaminated clothing and shoes. •In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. •Wash skin with soap and water. •Keep victim warm and quiet. •Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

8/15/2019 4:34 AM

Internal Services Department
Procurement Management Division

Addendum No. 3

To: All Potential Bidders

Date: 8/15/19

Invitation to Quote No.: ITQ-676-A-19-21
Title: Gasoline and Diesel, Transport and Tank Wagon

This Addendum becomes part of the above-mentioned Invitation To Quote (ITQ)

A. The Solicitation End Date has been changed from August 16, 2019 to August 23, 2019.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Jesus Lee
Procurement Contracting Officer 3
CC: Clerk of the Board
Bruce Libhaber, Assistant County Attorney
DTPW

Question and Answers for Solicitation #ITQ-676-A-19-21 - Gasoline and Diesel, Transport and Tank Wagon

Overall Solicitation Questions

Question 1

What happens if a site orders 7,000 gallons? Will a minimum freight charge be allowed? **(Submitted: Jul 22, 2019 2:22:37 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 2

Can you please provide a gas invoice(s)? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:12 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 3

Can you please provide a diesel invoice(s)? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:20 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 4

Can you please provide a gas bill of lading? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:34 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 5

Can you please provide a diesel bill of lading? Multiple dates would be preferred. **(Submitted: Jul 23, 2019 10:46:44 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 6

If less than the 7500 gallons for full transport is ordered, is the vendor to apply the tankwagon differential? **(Submitted: Jul 26, 2019 9:07:58 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 7

Please provide annual usage for each product by site. **(Submitted: Jul 26, 2019 9:08:20 AM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 8

Will Miami Dade accept diesel blended with 10% biodiesel? **(Submitted: Jul 26, 2019 1:06:45 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 9

Will Miami Dade accept diesel blended with 20% biodiesel? **(Submitted: Jul 26, 2019 1:06:51 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 10

For the MDFR Weekly Top Off Schedule: Please provide an anticipated usage of these facilities. The tanks are 1-2k. Why are they not in Group D? Why not place them in Group D as they are the same small deliveries. Specifically, what is the typical delivery and is there any remote capability of monitoring these tanks? **(Submitted: Jul 26, 2019 1:22:36 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 11

As scoring goes, please review the gallons in the Lot Descriptions and ensure that they are representative of the % of the fuel being supplied? For example, if the lot award is made on 5000 of TT gasoline and 45000 gallons of Mid Grade, as noted in the first two lots, that would sway the scoring. **(Submitted: Jul 26, 2019 1:23:04 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 12

Please confirm that % of local and county preference is applied to the bid markup/differential and NOT to the overall contract value/zone value or fuel price value. **(Submitted: Jul 26, 2019 1:23:17 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 13

Can we split the pricing for Net 15 for transits (bulk of volume) as they are capable of paying that fast and Net 30 for all others? **(Submitted: Jul 26, 2019 1:23:25 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 14

Is the Transit federally funded? **(Submitted: Jul 26, 2019 1:23:47 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 15

If the Transit is federally funded can the local/County preference be removed from the evaluation? **(Submitted: Jul 26, 2019 1:24:26 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 16

Is Group D fueling seasonal or for emergencies only? **(Submitted: Jul 26, 2019 1:24:45 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 17

What is the extent of the fueling requirements for Group D? **(Submitted: Jul 26, 2019 1:28:16 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 18

Are Group D sites keep fill? **(Submitted: Jul 26, 2019 1:28:26 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 19

Are Group D sites will call/ordered? **(Submitted: Jul 26, 2019 1:28:40 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 20

To confirm, if we do not bid Group D, our bid will be rejected? **(Submitted: Jul 26, 2019 1:29:02 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

Question 21

Is the fuel for Group D for generators to generate electricity? **(Submitted: Jul 26, 2019 1:29:17 PM EDT)**

Answer

- See Addenda **(Answered: Aug 14, 2019 12:38:07 PM EDT)**

MIAMI-DADE COUNTY
miamidade.gov

INTERNAL SERVICES DEPARTMENT
STRATEGIC PROCUREMENT DIVISION
111 NW 1ST Street • Suite 1300
Miami, Florida 33128 – 1974
Telephone 305-375-5289

CLERK OF THE BOARD
2019 SEP 23 PM 1:34
CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.

September 23, 2019

All Responding Bidders (See Distribution List) #1
SUBJECT: CONTRACT NO.: ITQ-676-A-19-21
TITLE: Gasoline and Diesel, Transport and Tank Wagon

Dear Bidders:

In accordance with Section 1.13 of the above-referenced solicitation's pool, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the County Mayor or designee recommends award of this contract to:

Sunshine Gasoline Distributors, Inc.: Award of Groups A, B, C, and D.

Bidders(s) not considered for award are:
Mansfield Oil Company of Gainesville, Inc. (higher than lowest)
Pro Energy, LLC (higher than lowest)

The provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code. The Strategic Procurement Division of the Internal Services Department appreciates the participation of all bidders who responded to the subject action.

If you have questions, please contact Jesus Lee at 305-375-4264 email: fjl@miamidade.gov

Sincerely,

Jesus Lee, CPPB
Procurement Contracting Officer 3
Miami Dade County, Florida

Attachment: Tabulation Sheet

Distribution:
Mansfield Oil Company of Gainesville, Inc.
Pro Energy, LLC
Sunshine Gasoline Distributors, Inc.

cc: Clerk of the Board
File

ATTACHMENT B

CONTRACT FOR GASOLINE AND DIESEL, TRANSPORT & TANK WAGON

- **CONTRACT PRICING & TALLY SHEET**

MIAMI-DADE COUNTY

INTERNAL SERVICES DEPARTMENT
TALLY SHEET

RTQ No.: ITQ-676-A-19-21
RTQ Title: Gasoline and Diesel
Closing Date: 8/23/19
Verified by: Jesus Lee
Verified by: Katherine Sosa

Signature:
Signature:

Bidder Information (Complete information for all Bidders)	1	2	3
Vendor Name:	Sunshine Gasoline Distributors, Inc.	Mansfield Oil Company of Gainesville, Inc.	Pro Energy LLC
Vendors' FEIN/Suffix No.:	592765839	581091383	651029440
Address:	1650 NW 87th Ave Doral, FL 33172	1025 Airport Parkway SW Gainsville, GA 30501	1093 Shotgun Raod Sunrise, FL 33326
Minimum Requirements met (1 & 2) ?	Yes	Higher than lowest	Higher than lowest
Measures and Preferences (Complete for vendors within the bid price range as applicable)			
SBE Eligible (indicate here measure i.e., bid preference, set-aside, Micro or SBE and %)	No	No	No
Local Preference Eligible (10%) (1. local address, 2. Business Tax Receipt for 1 year, and 3. affirmed)	Yes	No	No
Locally Headquartered Preference (5%)	Yes	No	Yes, not eligible
Veterans Preference Eligible (5%) 1) State registered, 2) meet local preference	No	No	No
Bidder Information (complete for recommended Bidders)			
Conviction Disclosure checked :	No	No	No
All Solicitation Affidavits Completed:	Yes	Higher than lowest	Higher than lowest
Collusion Affidavit from recommended bidder:	Yes	Higher than lowest	Higher than lowest
Pre-Award Compliance Completed - For recommended bidder:	Yes	Higher than lowest	Higher than lowest

GROUP A, GASOLINE

TRANSPORT TRUCK DELIVERIES

Payment NET 45

Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
1	E10 Gasoline, Regular	5,000	-$0.04000	-$200.00	$0.00740	$37.00	$0.00000	$0.00
2	E10 Gasoline, Mid-Grade	45,000	-$0.08000	-$3,600.00	-$0.08390	-$3,775.50	$0.00000	$0.00
3	E10 Gasoline, Premium	17,250	-$0.21000	-$3,622.50	-$0.25360	-$4,374.60	$0.00000	$0.00
	TOTAL FOR TRANSPORT TRUCK DELIVERIES			-$7,422.5000		-$8,113.1000		$0.0000

TANK WAGON TRUCK DELIVERIES

Payment NET 45

Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
4	E10 Gasoline, Regular	65,000	$0.10500	$6,825.00	$0.13740	$8,931.00	$0.30000	$19,500.00
5	E10 Gasoline, Mid-Grade	135,000	$0.10500	$14,175.00	$0.15710	$21,208.50	$0.30000	$40,500.00
6	E10 Gasoline, Premium	51,750	$0.10500	$5,433.75	$0.19790	$10,241.33	$0.30000	$15,525.00
	TOTAL FOR TANK WAGON TRUCK DELIVERIES			$26,433.7500		$40,380.8250		$75,525.0000

Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
4	E10 Gasoline, Regular	65,000	$0.10500	$6,825.00	$0.13740	$8,931.00	$0.30000	$19,500.00
5	E10 Gasoline, Mid-Grade	135,000	$0.10500	$14,175.00	$0.15710	$21,208.50	$0.30000	$40,500.00
6	E10 Gasoline, Premium	51,750	$0.10500	$5,433.75	$0.19790	$10,241.33	$0.30000	$15,525.00
	TOTAL FOR TANK WAGON TRUCK DELIVERIES			$26,433.7500		$40,380.8250		$75,525.0000

TRANSPORT TRUCK DELIVERIES
Payment NET 15

Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
7	E10 Gasoline, Regular	7,500,000	-$0.04250	-$318,750.00	-$0.00560	-$42,000.00	$0.00000	$0.00
	TOTAL FOR TRANSPORT TRUCK DELIVERIES			-$318,750.0000		-$42,000.0000		$0.0000

TANK WAGON TRUCK DELIVERIES
Payment NET 15

Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
8	E10 Gasoline, Regular	200,000	$0.11000	$22,000.00	$0.12840	$25,680.00	$0.30000	$60,000.00
	TOTAL FOR TANK WAGON TRUCK DELIVERIES			$22,000.0000		$25,680.0000		$60,000.0000
	GROUP A, SUB-TOTAL:			-$277,738.7500		$15,947.7250		$135,525.0000

GROUP B, DIESEL

TRANSPORT TRUCK DELIVERIES
Payment NET 15

Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
1	ULS Diesel No. 2 (Clear)	470,000	-$0.04000	-$18,800.00	$0.00840	$3,948.00	$0.00000	$0.00
2	ULS Diesel No. 2 (Red Dyed)	1,800,000	$0.00000	$0.00	$0.00840	$15,120.00	$0.00000	$0.00
	TOTAL FOR TRANSPORT TRUCK DELIVERIES			-$18,800.0000		$19,068.0000		$0.0000

TANK WAGON TRUCK DELIVERIES
Payment NET 15

Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
3	ULS Diesel No. 2 (Clear)	86,000	$0.11000	$9,460.00	$0.13670	$11,756.20	$0.30000	$25,800.00
4	ULS Diesel No. 2 (Red Dyed)	219,000	$0.11000	$24,090.00	$0.13130	$28,754.70	$0.30000	$65,700.00
	TOTAL FOR TANK WAGON TRUCK DELIVERIES			$33,550.0000		$40,510.9000		$91,500.0000

TRANSPORT TRUCK DELIVERIES
Payment NET 15

Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
5	ULS Diesel No. 2 (Clear)	14,820,000	-$0.04000	-$592,800.00	-$0.00070	-$10,374.00	$0.00000	$0.00
	TOTAL FOR TRANSPORT TRUCK DELIVERIES			-$592,800.0000		-$10,374.0000		$0.0000

TANK WAGON TRUCK DELIVERIES

TRANSPORT TRUCK DELIVERIES Payment NET 15								
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
5	ULS Diesel No. 2 (Clear)	14,820,000	-$0.04000	-$592,800.00	-$0.00070	-$10,374.00	$0.00000	$0.00
TOTAL FOR TRANSPORT TRUCK DELIVERIES				**-$592,800.0000**		**-$10,374.0000**		**$0.0000**
TANK WAGON TRUCK DELIVERIES Payment NET 15								
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
6	ULS Diesel No. 2 (Clear)	40,000	$0.11000	$4,400.00	$0.12770	$5,108.00	$0.30000	$12,000.00
7	ULS Diesel No. 2 (Red Dyed)	1,000	$0.11000	$110.00	$0 12230	$122.30	$0.30000	$300.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				**$4,510.0000**		**$5,230.3000**		**$12,300.0000**
GROUP B, SUB-TOTAL:				**-$573,540.0000**		**$54,435.2000**		**$103,800.0000**
GROUP C, DIESEL Miami Dade Fire Rescue (MDFR)								
TANK WAGON TRUCK DELIVERIES Payment NET 15								
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
1	ULS Diesel No. 2 (Clear)	580,000	$0.11000	63800	$0.12770	$74,066.00	$0.30000	$174,000.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				**$63,800.0000**		**$74,066.0000**		**$174,000.0000**
GROUP C, SUB-TOTAL:				**$63,800.0000**		**$74,066.0000**		**$174,000.0000**
Aggregate Total for Groups A, B, and C:				**-$787,478.7500**		**$144,448.9250**		**$413,325.0000**
NOTES:				Lowest Bidder		Higher than lowest		Higher than lowest
GROUP D, DIESEL Miami Dade Public Housing and Community Development (PHCD) [illegible] will apply to this group								
TANK WAGON TRUCK DELIVERIES Payment NET 45								
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price	Differential Per Gallon	Extended Price
1	ULS Diesel No. 2 (Red Dyed)	20,000	$0.11000	$2,200.00	$0.13130	$2,626.00	$0.30000	$6,000.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				**$2,200.0000**		**$2,626.0000**		**$6,000.0000**
GROUP D TOTAL:				**$2,200.0000**		**$2,626.0000**		**$6,000.0000**
NOTES:				Lowest Bidder		Higher than lowest		Higher than lowest

Tally is an indication of prices received and not of award

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Quentin Pough
Submitting Department: Parks & Recreation
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the City Manager to permit Deli Lane Café to extend its business onto 59th Avenue from 72nd Street to 73rd Street for an Evening of Gratitude event on Saturday, November 28, 2020 from 7:00 p.m. to 11:00 p.m. and to waive certain special event fees. 3/5 (Mayor Philips)

Suggested Action:

Attachments:
MEMO- Deli Lane 2020.docx

RESOLUTION_-_Deli_Lane (1)CArev.docx

Special Event App.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor & Members of the City Commission

FROM: Shari Kamali, City Manager

DATE: November 2, 2020

SUBJECT: A Resolution authorizing the City Manager to permit Deli Lane Café to extend its business onto 59th Avenue from 72nd Street to 73rd Street for an Evening of Gratitude event on Saturday, November 28, 2020 from 7:00 p.m. to 11:00 p.m. and to waive certain special event fees.

BACKGROUND: Deli Lane Café ("the applicant"), located at 7230 SW 59th Avenue, has submitted a Special Event Application to host its Evening Gratitude event.

The applicant is requesting to extend its business and provide services onto 59th Avenue from 72nd Street to 73rd Street on Saturday, November 28, 2020 from 7:00 p.m. to 11:00 p.m. The applicant is anticipating roughly two-hundred (200) persons.

The Evening of Gratitude event is a celebratation in appreciation of the South Miami community and will feature live music, food, and beverages catered and sold by the applicant. This event will be advertised via social media and by in-house staff.

Both sitting and standing tables will be available at 10 feet apart, no more than 6 persons per table. Customers will be assigned to a table in order to enter. Once customers are assigned to a table, they will not be permitted to roam or gather in other areas. The applicant has stated that additional staff have been hired to enforce rules accordingly.

Hand sanitizing stations will be available at each table and all counter spaces. The entertainment band will be roped off and will maintain a twenty (20) foot distance from attendees/customers at all times.

Two (2) police officers will be present and multiple vehicles will be on site to block traffic at intersections. All event staff and customers are expected to follow all Miami Dade County Emergency Orders, City of South Miami rules and codes, and CDC recommended guidelines regarding COVID-19, including maintaining social and physical distancing as well as wearing facial coverings at all times except while eating or drinking.

The applicant has submitted the necessary notification/petition approval form signed by businesses that will be affected by the requested street closure. Upon approval of this event, the applicant must pay all City service fees and provide the City with the required Certificate of Liability Insurance that complies with the City's standard insurance requirements, including naming the City of South Miami as an additional insured prior to the event.

EVENT CLEAN UP: The applicant has specified that all public property directly surrounding the event including sidewalks, street gutters, etc. will be cleaned by their staff.

RAINOUT PLAN: The event will proceed as planned if there is a light rainfall. There will be tents, awnings and limited indoor space available for customers. The event will be canceled in the case of heavy rainfall.

REVENUE: The applicant is responsible for submitting payment for the following services rendered by the City ten (10) business days prior to the event date.

SERVICE DESCRIPTION	AMOUNT
SPECIAL EVENT APPLICATION & ADMIN. FEE	$160
POLICE DEPARTMENT (2 OFF-DUTY POLICE OFFICERS W/ VEHICLE X 7 HOURS X $52 PER HOUR)	$728
TOTAL REVENUE *(MINUS DEPOSIT)*	$888
REFUNDABLE SECURITY DEPOSIT (E.G. DAMAGES, CLEANING)	*$500*

FEES TO BE WAIVED: The applicant is requesting fee waivers for the following fees in the amount of $743:

SERVICE DESCRIPTION	AMOUNT
PARKING METERS ($25 X 15 METERS)	$375
STREET CLOSURE & MOT	$368
TOTAL AMOUNT REQUESTED TO BE WAIVED	$743

ATTACHMENTS:
Resolution
Special Events Application
Deli Lane Fee Waiver Letter
City Services Cost Estimates

RESOLUTION NO. _____

A Resolution authorizing the City Manager to permit Deli Lane Café to extend its business onto 59th Avenue from 72nd Street to 73rd Street for an Evening of Gratitude event on Saturday, November 28, 2020 from 7:00 p.m. to 11:00 p.m. and to waive certain special event fees.

WHEREAS, Deli Lane Café ("the applicant"), located at 7230 SW 59th Avenue, would like to extend its business and services onto 59th Avenue from 72nd Street to 73rd Street on Saturday, November 28, 2020 from 7:00 p.m. to 11:00 p.m.; and

WHEREAS, the applicant is responsible for submitting payment for the following services rendered by the City ten (10) business days prior to the event date; and

SERVICE DESCRIPTION	AMOUNT
SPECIAL EVENT APPLICATION & ADMIN. FEE	$160
POLICE DEPARTMENT (2 OFF-DUTY POLICE OFFICERS W/ VEHICLE X 7 HOURS X $52 PER HOUR)	$728
TOTAL REVENUE *(MINUS DEPOSIT)*	$888
REFUNDABLE SECURITY DEPOSIT (E.G. DAMAGES, CLEANING)	*$500*

WHEREAS, the applicant is requesting fee waivers for the following fees in the amount of $743; and

SERVICE DESCRIPTION	AMOUNT
PARKING METERS ($25 X 15 METERS)	$375
STREET CLOSURE & MOT	$368
TOTAL AMOUNT REQUESTED TO BE WAIVED	$743

WHEREAS, event staff and customers are expected to follow all Miami Dade County Emergency Orders, City of South Miami rules and codes, and CDC recommended guidelines regarding COVID-19, including maintaining social and physical distancing as well as wearing facial coverings at all times even while dining, and even if seated and in the process of being served, with the exception that the covering can be removed briefly when in the actual act of putting food or a beverage into one's own mouth while seated (Dining). Specifically, a facia covering must be worn at all other times, including when the person is talking to the waiter or to anyone else at the same table; and

WHEREAS, upon approval of this event, the applicant must provide the City with the required Certificate of Liability Insurance that complies with the City's standard insurance requirements, including naming the City of South Miami as an additional insured prior to the event.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The City Manager is hereby authorized to permit Deli Lane to extend its business and services onto 59th Avenue from 72nd Street to 73rd Street on Saturday, November 28, 2020 from 7:00 p.m. to 11:00 p.m.

Section 3. The City Manager is hereby authorized to waive certain special event fees in the amount of $743.

Section 4. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 5. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Vice Mayor Welsh: Commissioner Harris: Commissioner Liebman: Commissioner Gil:
_____	
CITY ATTORNEY	

RECEIVED
OCT 13 2020

South Miami
THE CITY OF PLEASANT LIVING

Permit #: 11282001

SPECIAL EVENT APPLICATION

This application must be submitted for special events that will be held on city property or requiring city services at least sixty **(60) days** prior to the date of the event. Please refer to the Special Events Handbook for more information about applying for a special event in the City of South Miami.

APPLICANT INFORMATION

APPLICANT NAME: John Kirchoff TITLE: Owner

DAY TIME PHONE: 3056650606 MOBILE: 7864021162

EMAIL: delilane@aol.com

2nd CONTACT NAME: Michael Maler TITLE: Owner

DAY TIME PHONE: 3056650606 MOBILE: 7864021161

EMAIL: mmaler@bellsouth.net

ORGANIZATION INFORMATION

NAME OF ORGANIZATION: Deli Lane Cafe

ADDRESS: 7230 SW 59 Ave 33143

PRESIDENT/MANAGER NAME: _____ PHONE: _____

Is your organization a non-profit, 501(c) (3) certificate holder? ☒ NO ☐ YES - If YES, please provide a copy of your certificate with the application.

EVENT INFORMATION

TYPE OF EVENT: ☑ FESTIVAL/CELEBRATION ☐ RUN/WALK ☐ FILM/PHOTO PERMIT

☐ CHARITY ☐ OTHER: _____

NAME OF EVENT: Evening of Gratitude.

LOCATION OF EVENT: 7230-32 SW 59 AVE

EVENT DATE(S): Nov 28, 2020 ☒ NEW EVENT ☐ RETURNING EVENT

WILL THIS BE AN ANNUAL EVENT? ☒ NO ☐ YES IF YES, THIS IS THE ____ YEAR OF THE EVENT

ANTICIPATED ATTENDANCE: 200 ACTUAL EVENT TIME: 7 AM/PM to 11 AM/PM

ASSEMBLY DATE(S): 11/28 SETUP TIMES: 6 AM/PM to 7 AM/PM

BREAKDOWN DATE(S): 11/28 BREAKDOWN TIMES: 11 AM/PM to 1 AM/PM

EVENT NARRATIVE

A detailed written description/summary of your event is required. Please describe all activities, schedule of activities, inventory of any sold items, giveaway items, list of vendors and any other important information. If additional space is needed please use a blank sheet of paper and attach to the application.

AN OUTDOOR MUSIC EVENT TO CELEBRATE COMMUNITY GRATITUDE DURING 2020. NORMALLY WE WOULD JUST HAVE THIS TYPE OF EVENT ON PROPERTY BUT TO ENSURE WE CAN SOCIAL DISTANCE WE WANT TO CLOSE THE STREET AND SPREAD EVERYONE OUT. ONE BAND POSITIONED AT THE END OF OUR DRIVEWAY ON A SOUND STAGE TRAILOR.

LOCATION APPROVAL

If the organization is a tenant and/or renter of the event location, please have the property owner complete the following.

Mark all that apply:

- [x] Location is City of South Miami property (street, sidewalk, right-of-way, park, etc.)
- [ ] Applicant/Organization owns the requested event location
- [ ] Applicant/Organization will be using private property

Comments/Restrictions: _____

Property Owners Name: Robins Plaza Phone: 3056621226

Property Address: 5920 S Dixie Hwy 33143

John Kirchoff — PRINT APPLICANT'S NAME

owner — APPLICANT'S TITLE

PROPERTY OWNER SIGNATURE

10-9-20 — DATE

NOTARY SIGNATURE

Subscribed and sworn before me, this 9th Day of October, a

Notary Public in and for Miami Dade

County, State of Florida

Signature (NOTARY PUBLIC)

JUDITH FERNANDEZ
Notary Public - State of Florida
Commission # GG 353941
My Comm. Expires Sep 13, 2023
Bonded through National Notary Assn.

POLICE DEPARTMENT

Off-duty police officers are required for street closures as determined by the Police Department. You will be required to hire off-duty police officers if your event includes street closures, alcohol sales or large crowds over 50 people. Applicants will be responsible to pay for off-duty officers prior to the event date.

Yes	No	
☒	☐	Will your event obstruct the normal flow of traffic or sidewalks?
☒	☐	Do you expect the total attendance for your event to be over 50 people at any one given time?
☐	☐	Will you be requesting the use of off-duty police officers? If YES, how many 2 (**Please note**: if you answered NO, to this question off-duty officers can still be assigned to your event at a cost to the applicant if deemed necessary)

If NO, please describe why you feel the event will not require off-duty officers.

STREET, SIDEWALKS AND RIGHT-OF-WAY CLOSURES

List detailed closures you are requesting for your event including street, sidewalks and right-of-ways.

CLOSING DORN AVE (SW 59 AVE) FROM SUNSET TO SW 73 ST

Please note: All closures require City Commission approval by resolution and may take up to two (2) months to be approved. All street, sidewalk and right-of-way closures must be identified on the site map.

PLANNING AND ZONING

Yes	No	
☐	☑	Will you be hanging any banners over public streets or pole banners? If YES, a separate Banner Application with the City of South Miami Planning & Zoning Department will be required. **(Please note: Only 501(c)(3) organizations may apply for a banner application. All requests for banners over public streets must be reviewed and pre-approved. A 501(c)(3) certificate, insurance and photos of the banner must be included with the application to the Planning & Zoning Department)**
☑	☐	Have you notified the event location neighbors or businesses about your event?

CODE ENFORCEMENT

Yes	No	
☒	☐	Will you be having any music and/or amplified sounds during your event?
☐	☒	Will your event be starting before 8:00 AM?
☒	☐	Will any music and/or amplified sounds play past 9:30 PM? EVENT ENDS AT 11 PM

PARKS AND RECREATION

Yes	No	
☐	☒	Will this event take place in any of the South Miami City parks and/or recreation facilities? **(Please note: A rental fee will be applicable if a city park is being used)**
☐	☒	Will this event require the use of any Department equipment (stage)? **(Please note: A stage rental fee will be applicable if the stage is needed)**
☐	☒	Will this event require the use of any Department staff?

PARKING DIVISION

Yes	No	
☐	☐	Will you be renting any City parking meters? If YES, how many _____ **(Please note: All closures or interference on right-of-ways that includes parking meters will be required to pay the daily meter fee)**
☒	☐	Do you have enough on-site parking to accommodate your event?
☐	☒	Will your event involve the use of a shuttle and/or alternate parking sites?

PUBLIC WORKS

Yes	No	
☑	☐	Will your event interfere with any public right-of-ways, such as roads, sidewalks, alleys, etc.?
☑	☐	Will your event require any full and/or partial right-of-way closures? **(Please note: any right-of-way closures will require at least one off-duty officer per corner and the rental of barricades)**
☐	☑	Would you like the City to provide you with any additional barricades for your event? If YES, how many _____.
☐	☑	Will your event require City Staff to remove recyclable goods, waste and garbage during and after the event?

If NO, please describe your plans for the cleanup and removal of recyclable goods, waste and garbage during and after your event.

WILL BE HANDLED BY STAFF THAT NIGHT

ADDITONAL EVENT FEATURES

☐ Temporary Fencing	☐ Inflatables/Rides	☑ Live Music
☐ Signs/Banners	☐ Additional Barricades	☐ Open Flames
☑ Tents or Canopies	☐ Electrical Services/ Generators	☐ Port-A-Johns

☐ Other: _____

(Please note: If any of the following apply, a separate narrative description of each additional feature may be required by the City with this application. Additionally tents, open flames and signs/banners may require an additional Building Permit at the cost to the applicant.)

FEE WAIVERS

Request for fee waivers must be done in the form of a letter and be submitted with the completed Special Events Application. It is at the discretion of the City Commission, to approve or disapprove all fee waiver requests and may take up to two (2) months.

Yes	No	
☑	☐	Will you be submitting a letter for the waiver of fees?

If YES, please list all fees that will be requested to be waived:

_____

_____

FILM/STILL PHOTOGRAPHY

Type of Production: _____ Special Effects or Weapons: _____

Base Camp Location: _____

Cast: _____ Crew: _____ Extras: _____

Total Number: _____ Total Vehicles: _____ Type of Vehicle: _____

DEPARTMENT DIRECTORY

Special Events Division	(305) 668-3873	**South Miami Police**	(305) 663-6301
Public Works & Engineering	(305) 403-2063	**Parks and Recreation**	(305) 668-3876
Code Enforcement	(305) 668-7335	**Planning and Zoning**	(305) 663-6326

INDEMINIFATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between DELI LANE CAFE ; TAVERN ("Applicant"), and the City of South Miami ("City") on the date on which the last of the Parties executes this Agreement.

RECITALS

WHEREAS, the Applicant has submitted a Special Event Permit Application to the City for (event title) TAVERN EVENING OF MUSIC at 7230-7232 SW 59 AVE (location) on (date(s)) SAT NOV 28, 2020. ("Special Event"); and WHERAS, pursuant to of the City's Code and the City's Special Event Regulations, the Applicant must execute an indemnification and hold harmless agreement protecting the City from claims which may arise out of the Special Event.

Now, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct.
2. Applicant agrees to indemnify, defend and hold the City, its officers, affiliates, employees, successors and assigns (collectively "Indemnitees") harmless from and against any and all such claims, suits, actions, damages, or causes of action arising as result of the Special Event, or of the condition of the site on which the Special Event is held including any personal injury or loss of life, or damage to or loss of property, and from and against any costs, attorney's fees, expenses or liabilities included in and about the defense or settlement of any clams, and the investigation thereof, except to the extent caused by indemnitees negligence of willful misconduct.
3. No Street shall be closed without approval from the City Commission.
4. Traffic shall be maintained in accordance with Florida Department of Transportation (FDOT), Miami-Dade County standards and any additional requirements by the City of South Miami Public Works Department and Police Department.
5. Event areas shall be restored to equal or better condition than they were before the event started.
6. Any damage to private property shall be restored to its original condition or better and as accepted by the Owner caused by applicant or any of its agents, servants or employees, invitees and onlookers.
7. If all restoration work is not performed within 30 days of work completion, the City of South Miami Public Works Department may restore the event area and charge the applicant for the cost of restoration and additional incidental fees.
8. Applicant must pay all fees prior to the date of their event(s).
9. Applicants shall notify the City of South Miami Special Event Coordinator at least forty-eight (48) hours prior to start of their event of any cancellations to be considered for any refunds.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the date set forth below and notarized.

John Burchoff
PRINT APPLICANT'S NAME

OWNER
APPLICANT'S TITLE

APPLICANT SIGNATURE

9-9-20
DATE

NOTARY SIGNATURE

Subscribed and sworn before me, this 4th day of October, 2020,
County, State of Miami-Dade Florida

Signature (NOTARY PUBLIC)

JUDITH LEONOR FERNANDEZ
Notary Public - State of Florida
Commission # GG 353981
My Comm. Expires Sep 13, 2023
Bonded through National Notary Assn.

80.15' (M)
PARKING LOT
SUNSET TAVERN
CURRENT PATIO
TABLE AREA
ALLEY
DECK
ENTRANCE
DRIVEWAY
SOUND STAGE
S.W. 59th AVE.
10X10 TENT
10 X10 TENT
= STANDUP ROUND TABLES

NOTIFICATION/PETITION

We, the undersigned business and/or residents, have been notified of street closures associated with the event noted about on said date, and hereby agree or disagree to the closure(s). We are also aware that this response may not effect this application being disapproved.

Resident/Business Name	Contact Name/Title	Phone No.	Signature	Check one
EMPIRE	MIKE	305-725-0349		☑ Agree ☐ Disagree
BT'S	Victor	7865597288		☑ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree

FINAL CHECK LIST

This list is to ensure that all necessary documentation is included and that all required procedures are followed. The Special Event Coordinator will check the application against this checklist to ensure all information was submitted correctly.

☑ **APPLICATION:** All information has been properly filled out on the application with all required documents at least 21 days prior to the proposed event.

☑ **APPLICATION FEE:** A $60 application fee and $100 administrative fee must accompany your submission in check or money order form.

☑ **SIGNATURES:** Application must be signed and notarized.

☑ **EVENT NARATIVE:** Briefly discuss your Organization/Business, the purpose of your event, the benefits, etc.

☐ **NOTIFICATION FORM:** The name, signature, address and phone number of each person who is either a property owner or lessee within the requested event area must appear on the sheet.

☐ **SITE PLAN:** A site plan must be submitted with the application that must show intersecting streets, parking areas, tents, stages, routes, barricades, etc.

☐ **COPY:** It is strongly recommended that you make a copy of your application for your own records

SUBMIT APPLICATION TO:

Yvette Valdes, Special Events Coordinator
Gibson-Bethel Community Center
5800 SW 66th Street South Miami, FL 33143
Office: 305-668-3873 Email: yvaldes@southmiamifl.gov

Once the application has been approved processed and the date has been reserved the following must be submitted prior to the event date.

☐ **INSURANCE:** The applicant is required to submit a Certificate of Insurance naming the event and the City of South Miami (6130 Sunset Drive South Miami, FL 33143) as an additional insured, in the amount of $1,000,000.

☐ **EVENT FEES:** All other City service fees including but not limited to, Off-Duty Police, Public Works, Parking Meters, etc. will be due ten (10) days prior to the event date.

Valdes, Yvette

From: Deli Lane Cafe <delilane@aol.com>
Sent: Wednesday, October 14, 2020 7:28 AM
To: Valdes, Yvette; Liebman, Josh
Cc: delilanecafecorp@gmail.com
Subject: Fee Waiver

Good Morning Yvette,

So nice to finally meet you yesterday. As per your directive this email serves as a formal request to have all City Of South Miami fees waived regarding our application for the street closure for Saturday evening November 28th.

We are aware we will incur the Police fees associated with that event.

Please advise on the commission meeting we should attend and what we need in preparation for that meeting. Thanks in advance.

Jahn Kirchoff
Proprietor
Deli Lane Café & Sunset Tavern

Email secured by Check Point

Memorandum | SOUTH MIAMI POLICE DEPARTMENT

Bette G. Landa, Chief of Police

To: **Yvette Valdes**
Special Events Coordinator

Name of Event: **Deli Lane Outdoor Music Event**

Date: **October 26th 2020**

Event Cost Estimate

	Times	Hours	Hourly Cost	Extended Cost	Total
Off Duty Officer #1	1800 – 0100	7	$52 P/H	$364	
Off Duty Officer #2	1800 – 0100	7	$52 P/H	$364	
Off Duty Officer #3					**$728**
Off Duty Officer #4					
Supervisor					

FICA: **$**

Equipment:

Barricades Flat Rate (Per Order)	**$ 0**
Additional fee per Barricade - $3.00 (Qty. 0)	**$ 0**
Police Vehicle	**$ 0**

Grand Total: $728.00

Date Prepared: 10/26/20 **Lt. J. Vill**

Approved by: **Chief Landa**

DISTRIBUTION/ ROUTING

☐Accreditation ☐Chief's Office ☐Communications ☐CID
☐Professional Compliance ☐Support Services ☐Training ☐UPD
☐Attachments

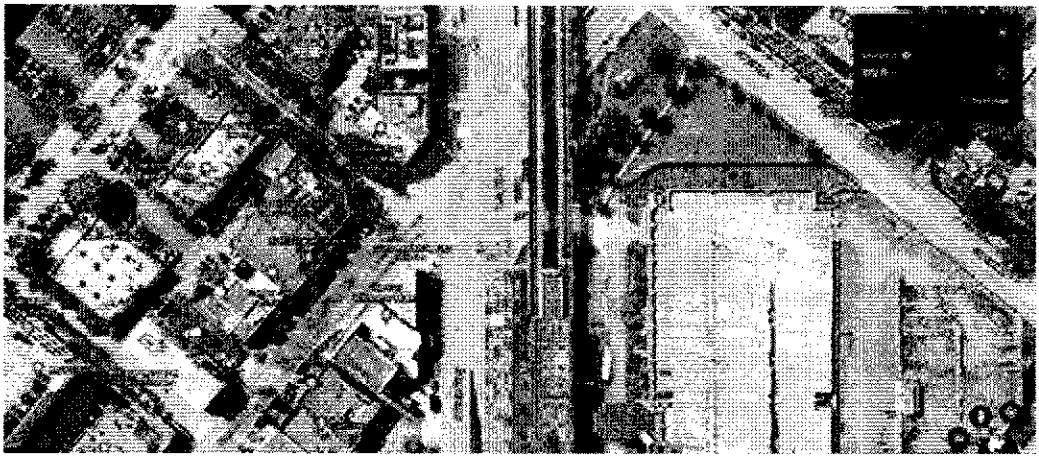
Valdes, Yvette

From: Aurelio Carmenates
Sent: Tuesday, October 20, 2020 4:05 PM
To: Valdes, Yvette
Subject: RE: Cost Estimate
Attachments: img10142020_0001.pdf

Yvette,

Please find below the fees for one day for the event, per the Fee Schedule:

Deli Lane Eventt
Temporary full road & sidewalk closure= $68 ($0.25 x Approx. 272LF)
Temporary Staging Area = $200 (fee per day for the first five days)
MOT fee for roadway = $100 x 1 Detour per directions = $100



Total = $ 368

AURELIO J. CARMENATES, P.E.
Capital Improvement Program Project Manager
South Miami
Public Works Engineering & Construction Division
6130 Sunset Drive
Miami, Fl 33143
Main: (305)-403-2072
Fax: (305)-668-7208

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City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Thomas Pepe
Submitting Department: City Attorney
Item Type: Resolution
Agenda Section:

Subject:
A Resolution of the Mayor and City Commissioners of the City of South Miami instructing the City Manager to initiate an application with the City's Planning and Zoning Department to designate City Hall as a historic building. 3/5 (Commissioner Harris)

Suggested Action:

Attachments:
Res toApplyforHistoricDesignCityHallPoliceStation.doc

RESOLUTION NO. _____

A Resolution of the Mayor and City Commissioners of the City of South Miami instructing the City Manager to initiate an application with the City's Planning and Zoning Department to designate City Hall as a historic building.

WHEREAS, City Hall was designed by the prominent architect, George Fink, Cousin of George Merrick; and

WHEREAS, George Fink, according to certain sources, was active in the developmental design of the City of Coral Gable and he designed many outstanding buildings, including the original Miami Beach Public School, now the Miami Beach Senior High School, and the Miami Beach First National Bank, the First Christian Church, the El Commodore Hotel, Del Rio apartments and the Columbia Building. He designed homes along Coral Way, including the Crafts and Granada sections, Greenway Drive, the home of Merrick, the Renuart Arcade . In addition, Mr. Fink designed commercial structures including the original Ponce de Leon Junior High School and South Miami City Hall[1].

WHEREAS, City Hall was built in 1954 and it is an example of the Mid-Century Modern style of architecture;[2] and

WHEREAS, City Hall qualifies as a historic building and should be given a historic designation.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

Section 2. The City Manager is instructed to file an application with the City's Planning and Zoning Department to designate City Hall as a historic building.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this resolution.

[1] http://files.usgwarchives.net/fl/duval/bios/fink174bs.txt and https://www.findagrave.com/memorial/196963184/h_-george-fink

[2] Pam Lahiff

Section 5. **Effective Date.** This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Philips: Vice Mayor Welsh: Commissioner Harris: Commissioner Liebman: Commissioner Gil:
_____ CITY ATTORNEY	

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Alfredo Riverol
Submitting Department: Finance Department
Item Type: Ordinance
Agenda Section:

Subject:
An Ordinance of the City of South Miami, Florida, authorizing the City Manager to execute a lease agreement with the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, for the property located at 6701 SW 58th Place, South Miami, Florida, 33143, for a term of five (5) years, commencing on October 1, 2020, and terminating on September 30, 2025. 4/5 (City Manager-Finance Dept.)

Suggested Action:
First reading only requires 3/5 vote and a public hearing is not required but the 2nd and final reading of the ordinance will require a public hearing and 4/5 vote to enact the ordinance.

Attachments:
Memo - SM Childrens Clinic Lease.docx

Ordinance - SM Childrens Clinic Lease.docx

Proposed Lease - South Miami Childrens Clinic5.pdf

South Miami Childrens Clinic Insurance.pdf

Children's Clinic Property Information 2019.pdf

Miami Herald Ad.pdf

MDBR Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor, Vice Mayor and Members of the City Commission

From: Shari Kamali, City Manager

Date: October 20, 2020

Subject: Lease Agreement with the South Miami Children's Clinic, Inc.

An Ordinance of the City of South Miami, Florida, authorizing the City Manager to execute a lease agreement with the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, for the property located at 6701 SW 58th Place, South Miami, Florida, 33143, for a term of five (5) years, commencing on October 1, 2020, and terminating on September 30, 2025.

Background

South Miami Children's Clinic Inc. will exclusively use the Premises to operate a charitable health care clinic, with an emphasis on pediatric care for the residents within the geographic areas of South Miami. The South Miami Children's Clinic, Inc. will operate the health care clinic a minimum of twenty (20) hours per week. The hours of operation will be standardized and conspicuously posted to ensure that South Miami residents are aware of the clinic's hours of operations.

Under the terms of the Lease Agreement, South Miami Pediatric Clinic, Inc. will be responsible for the renovation, maintenance and upkeep of the building, including paying for all utilities.

The annual rent for the lease shall be $1.00, for a total of $5, payable in full upon execution of this Lease.

Recommendation

The City Administration recommends that the City Manager be authorized to enter into the Lease Agreement to allow the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, to lease the 6701 SW 58th Place, South Miami, Florida, 33143 building located at Murray Park for a period of 5-years.

Attachments: Ordinance authorizing the City Manager to execute the Lease Agreement
Proposed Lease - South Miami Children's Clinic
South Miami Children's Clinic Insurance
Children's Clinic Property Information 2019

ORDINANCE NUMBER: _____

An Ordinance of the City of South Miami, Florida, authorizing the City Manager to execute a lease agreement with the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, for the property located at 6701 SW 58th Place, South Miami, Florida, 33143, for a term of five (5) years, commencing on October 1, 2020, and terminating on September 30, 2025.

WHEREAS, South Miami Children's Clinic Inc. will exclusively use the Premises to operate a charitable health care clinic, with an emphasis on pediatric care for the residents within the geographic areas of South Miami; and

WHEREAS, the South Miami Children's Clinic, Inc. will operate the health care clinic a minimum of twenty (20) hours per week; and

WHEREAS, the hours of operation will be standardized and conspicuously posted to ensure that South Miami residents are aware of the clinic's hours of operations; and

WHEREAS, under the terms of the Lease Agreement, South Miami Pediatric Clinic, Inc. will be responsible for the renovation, maintenance, and upkeep of the building, including paying for all utilities; and

WHEREAS, the annual rent for the lease shall be $1.00, for a total of $5, payable in full upon execution of the Lease.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance upon adoption hereof.

Section 2. The City Manager is authorized to execute a lease agreement with the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, for the property located at 6701 SW 58th Place, South Miami, Florida, 33143, for a term of five (5) years, commencing on October 1, 2020, and terminating on September 30, 2025.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final ordinance for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective immediately upon adoption by vote of the City Commission.

PASSED AND ENACTED this ____ day of _____, 2020.

ATTEST:

_____
CITY CLERK
1ST Reading
2nd Reading

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

_____
CITY ATTORNEY

APPROVED:

_____
MAYOR

COMMISSION VOTE:
Mayor Philips:
Vice Mayor Welsh:
Commissioner Gil:
Commissioner Harris:
Commissioner Liebman:

LEASE AGREEMENT

This Lease Agreement is entered into on this ____ day of September, 2020, by and between the City of South Miami, a municipal corporation ("Landlord") and South Miami Children's Clinic, Inc., a Florida not-for-profit corporation ("Tenant").

Upon the terms and subject to the conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord, the property located at 6701 SW 58th Place, South Miami, Florida, 33143, legally described in **Exhibit "A"** attached hereto, together with all existing improvements and all appurtenances and privileges, all of which are hereinafter referred to as the "Premises."

Section 1. Lease Term. The lease term shall be five (5) years and shall commence on October 1, 2020, and terminate on September 30, 2025.

Section 2. Rent. The annual rent for the lease term shall be $1.00, for a total of $5.00, payable in full upon execution of this Lease.

Section 3. Use of the Premises. Tenant shall exclusively use the Premises to operate a charitable health care clinic, with an emphasis on pediatric care for the residents within the geographic areas of South Miami. The Tenant shall operate the health care clinic a minimum of twenty (20) hours per week. The hours of operation will be standardized and conspicuously posted to ensure that South Miami residents are aware of the clinics hours of operations. Tenant's use shall be in a lawful, careful, safe, and proper manner, and Tenant shall carefully preserve, protect, control and guard the same from damage. Subject to the Landlord's rights and as long as no default shall have occurred and is continuing, Tenant shall peaceably and quietly have, hold, and enjoy the Property for the applicable term.

Section 3.1 Condition of the Building. Tenant hereby agrees that it has examined the Premises and is satisfied with the condition thereof, and is not relying upon any information, warranty or other statement by the Landlord not specifically set forth herein with respect thereto, and accepts the Premises "AS IS" for all purposes.

Section 3.2. Affirmative Covenants of Tenant Relative to Use of the Premises.

A. Tenant covenants to comply with the following:

1. No auction, fire, bankruptcy, going-out-of-business, relocation, or other distress sales may be conducted in the Premises without the prior written consent of Landlord, which consent may be withheld for any reason or no reason.

2. Tenant will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises. Tenant will not permit or suffer any conduct, noise or nuisance on or about the Premises which may annoy or disturb any persons occupying adjacent premises. This covenant shall restrict Tenant from utilization of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, search lights, loudspeakers, phonographs, radios or

televisions. No radio, television or other communication antenna equipment or device is to be mounted, attached or secured to any part of the roof, exterior surface or anywhere outside the Premises.

3. Tenant will keep the Premises free from all insects, rodents, vermin and other pests, litter, dirt and obstructions.

4. Neither Tenant nor Tenant's agents or employees shall do any of the following outside the confines of the structure being leased, except with approval of Landlord;

i. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever;

ii. Exhibit any sign, placard, banner, notice or other written material, except as approved in writing by Landlord;

iii. Solicit membership in any organization, group or association or contribution for any purpose except as approved in writing by Landlord;

iv. Create a nuisance, nor take any action in the exclusive judgment of Landlord that would constitute a nuisance or would disturb or endanger others, or unreasonably interfere with their use of their respective premises. Tenant agrees (a) not to create or permit any nuisance in or about the Building, (b) to comply with all state and local laws, regulations and ordinances so far as Tenant's use of the Space may be concerned, and (c) to save Landlord harmless from all damages, fines, penalties and costs for violation of or non-compliance by Tenant or Tenant's servants, employees, agents, customers, invitees, licensees, or visitors with the provisions of this Section;

v. Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind;

vi. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Building or upon the premises.

5. All garbage and refuse shall be kept in the kind of containers designated by Landlord and shall be placed outside the Premises within said containers prepared for collection in such manner and at such times and places specified by Landlord.

B. Tenant agrees to comply with additional, amended and supplemental rules and regulations upon notice of same from Landlord, provided such rules and regulations do not unreasonably interfere with or restrict Tenant from operating its business in the Premises.

Section 4. Taxes and Assessments. Tenant shall be responsible for any real estate taxes or assessments becoming due and payable with respect to the Premises during the lease term and any extension. Tenant shall be responsible for the payment of any taxes or other charges imposed during the lease term or any extension with respect to any business conducted on the Premises by Tenant or any personal property used by Tenant in connection with the Premises, provided, however, that Landlord acknowledges that Tenant is a Florida not-for-profit corporation and that

Tenant shall be eligible for such property and other tax exemptions as are granted to other not-for-profit corporations providing health care services. Taxes, assessments or other charges which Tenant is obligated to pay or cause to be paid hereunder and which relate to any fraction of a tax year at the commencement or termination of this Lease shall be prorated. Landlord is entitled to all tax benefits that ordinarily are available to property owners similar to this property.

Section 5. Utilities. Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Premises, including without limitation, telephone service, sanitary sewer, water, natural gas, and electricity. Tenant shall also pay for all maintenance of all utilities during the lease term and any extension thereof. New services that are not specifically included herein, must be authorized in writing by the Landlord.

Section 6. Compliance with Laws. If any law, ordinance, order, rule or regulation is passed or enacted by any governmental agency or department having jurisdiction over the Premises or Tenant's use of the same which requires Tenant to modify or alter its operations or use of the Premises, this Lease shall in no way be affected and Tenant shall, at its sole cost and expense, promptly comply with such law, ordinance, order, rule, or regulation.

Section 7. Maintenance and Repair. Tenant shall, at its sole cost and expense, within a reasonable time, keep and maintain the interior of the Premises and the HVAC system serving the Building, and incur all maintenance expenses relating thereto. However, Tenant shall not renovate or modify the Premise without the written consent of the Landlord, which shall not be unreasonably withheld or delayed. Landlord shall be responsible for maintaining the roof and structural portions of the Building and Premises and for the utilities serving the Building and Premises, except that Tenant shall be responsible for maintaining the electrical and plumbing systems within the Premises. Replacement and repair parts, materials, and equipment used by Tenant to fulfill its obligations hereunder shall be of an equivalent quality to those initially installed within the Premises. When at all possible, new materials shall be used for all maintenance and repair. All repair and maintenance work done by Tenant shall be done in accordance with the then existing federal, state, and local laws, regulations and ordinances pertaining thereto, which includes permit requirements. Copies of all permits must be provided to the Landlord, immediately upon issuance. Except as is provided in this Lease, Landlord shall have no obligation whatsoever with respect to the maintenance and repair of the Premises.

Section 8. Environmental. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, Tenants or invitees, other than such Hazardous Materials as may be necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises. As used in this Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Florida, or the United States. Tenant is responsible for the costs of any environmental testing or remediation work undertaken for this property during or immediately following the term of this Lease.

Section 9. Indemnity and Insurance. In addition to the insurance coverage to be provided by Tenant, the Tenant shall hold the City, including its officials, employees and representatives, harmless and indemnify them against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of

persons, or damage to or loss of property, arising from the negligent acts, actions, omissions or failures to act of Tenant or its employees or agents. Except where any loss, cost, injury or damage is the result of Landlord's fault or gross negligence, Landlord shall have no liability for any loss, cost, injury or damage to the Premises, to Tenant or Tenant's employees, agents, licensees, invitees or guests or to any property of such persons.

At its sole cost and expense, Tenant shall obtain and thereafter maintain in full force and effect, at all times during the lease term and any extension thereof the following insurance with respect to the Premises:

(a) comprehensive public liability insurance having limits of not less than $1,000,000, for bodily injury or death to one person $2,000,000 for bodily injuries or death arising out of one occurrence;

(b) $400,000 for property damage; and

(c) Such worker's compensation insurance as required by the laws of Florida.

Each insurance policy furnished under this Section shall be issued by a responsible insurance company acceptable to Landlord. Landlord must be given at least 10 days to review and accept the proposed insurance company in writing. The insurance company shall be authorized to do business in Florida, and the insurance coverage may be written under a blanket policy or policies obtained by Tenant, which policy or policies may include other real estate owned or leased by Tenant. Landlord shall be named as an additional insured in each such insurance policy, and each policy shall provide for written notice to Landlord at least 10 days prior to any cancellation, modification, or lapse thereof Tenant shall furnish Landlord with memorandum copies of such insurance policies prior to the commencement of the lease term.

Section 10. Alterations and Improvements. Tenant shall have the right to make, at no expense to Landlord, improvements, alterations, or additions (hereinafter collectively referred to as "Alteration") to the Premises, whether structural or nonstructural, interior or exterior, provided that: (a) no Alteration shall be made without the prior written consent of Landlord; (b) no Alteration shall reduce or otherwise impair the value of the Premises; (c) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Alteration; (d) any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits; (e) Tenant shall hold Landlord harmless from and against any liens and claims for work, labor, or materials supplied to the Premises at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Premises at the direction of Tenant. Tenant shall, at Landlord's option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Landlord in an amount not less than the amount of the lien or claim being filed; and (f) any Alteration shall become and remain the property of Landlord unless Landlord otherwise agrees in writing. At any time while the lien is in effect, the Landlord shall have the right to demand that the security or bond be increased to secure the payment of all costs that may be awarded in any judgment, including reasonable attorney fees. However, nothing contained herein shall be deemed to be an authorization or consent by the Landlord for the filing or imposing of any lien on the property by any Tenant, laborer, or supplier of goods or services, or other person authorized by law to file a

lien on real property, for any goods or services provided at the request of Tenant that may improve the Premises.

Section 11. Signs. Tenant shall have the right to install and operate, at its sole cost and expense, any sign or signs on the Premises which shall not be in violation of any law, statute or ordinance, and Tenant shall have the right to remove the same, provided that Tenant must repair any damage to the Premises caused by such removal. All signs must be approved by the City's Environmental Preservation Board and in accordance with the City's Land Development Code.

Section 12. Damage to Premises. If by fire or other casualty the Premises are destroyed or damaged to the extent that Tenant is deprived of occupancy or use of the Premises (meaning such destruction cannot be repaired or restored within 120 days of the occurrence of the fire or other casualty), Landlord may, in its sole and absolute discretion elect to: (a) cause the restoration of the Premises to substantially the same condition as existed before such damage or destruction; or (b) cancel this Lease as of the date of such fire or casualty by giving written notice to Tenant not more than 30 days thereafter. Should Landlord elect to proceed under (a) Tenant shall fully cooperate with Landlord in making available to Landlord for the purpose of so restoring the Premises all insurance proceeds payable for such casualty, form any policy of insurance issued to Tenant, as a result of fire or other casualty damage to the Premises.

Section 13. Condemnation. If all or materially all of the Premises are taken in appropriation proceedings or by right of eminent domain or by the threat of the same, then this Lease shall terminate as of the date Tenant is deprived or occupancy thereof, and Tenant's obligations under this Lease, except obligations for rent and other charges herein to be paid by Tenant up to the date thereof, shall terminate. For purposes of this Lease, "materially all of the Premises" shall be considered as having been taken if the portion of the Premises taken, due either to the area so taken or the location of the portion taken, would leave the remaining portion not so taken insufficient to enable Tenant to effectively operate a charitable health care clinic on the Premises.

If less than materially all the Premises are taken in appropriation proceedings or by right of eminent domain or by the threat thereof, then this Lease shall not terminate as a result of such taking, but Landlord shall not be required to repair or restore the Premises. Damages awarded for any such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, or otherwise, provided, however, that Tenant shall be entitled to any portion of the award made by the condemning authority to Tenant for removal and reinstallation of Tenant's fixtures or for the cost of Tenant's immovable fixtures, if any.

Section 14. Default. If Tenant fails to observe and perform any other provision, covenant, or condition of this Lease required under this Lease to be observed and performed by Tenant within 30 days after Landlord shall have given notice to Tenant of the failure of Tenant to observe and perform the same, or if Tenant abandons or vacates the Premises for more than 10 days during the continuance of this Lease, or if Tenant makes any assignment, including an assignment for the benefit of creditors, or enters into a composition agreement with its creditors, or if the interest of Tenant in the Premises is attached, levied upon, or seized by legal process, or if this Lease is assigned in violation of the terms hereof or is terminated by operation of law, then, in any such event, immediately or at any time thereafter, at the option of Landlord, Landlord may terminate

this Lease. As used in this Lease, the word "abandon" shall mean that no employee, manager, officer or director of the Tenant has occupied the premises for 10 consecutive business days without written consent of the City Manager, or manager's designee, which shall not be unreasonably withheld. The occupancy by someone other than the Tenant's employees, managers, officers or directors shall not be considered occupancy by the Tenant. The word "occupy" "occupied" or "occupancy" shall mean the physical presence of one of Tenant's employees, managers, officers or directors within the premises for more than four hours in any given day. In the event that the City Manager, or manager's designee, in his sole and absolute discretion, gives the Tenant written notice of intent to declare an Event of Default on the grounds of abandonment because the City Manager, or manager's designee, has the reasonable belief that the Tenant has abandoned the premises, the Tenant shall be obligated to contact the City Manager, or manager's designee, in person, at the beginning and at the end of each day that the Tenant is using the Premises for 10 business days following receipt of the notice. The City Manager, or manager's designee, shall give the Tenant written acknowledgement, each day, of such contact. Failure of the Tenant to obtain written confirmation of such contact shall be considered an Event of Default for abandonment.

Section 15. Bankruptcy. In the event that a bankruptcy or insolvency proceeding is filed by or against Tenant, or if a court of competent jurisdiction or other governmental authority approves a petition seeking a reorganization, arrangement, composition of other similar relief with respect to Tenant, or appoints a trustee, receiver or liquidator of Tenant, or of all, or substantially all, of Tenant's property or affairs, or assumes custody or control of all, or substantially all, of the property or affairs of Tenant, Landlord shall have the right to terminate this Lease.

Section 16. Non-Waiver and Right to Cure Defaults. Neither a failure by Landlord to exercise any of its options hereunder, nor a failure to enforce its right or seek its remedies upon any default, nor an acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord is entitled, either at law or in equity.

Section 17. Termination. Any violation of the lease agreement terms, in accordance with the relevant notice requirements, shall constitute grounds for termination. The parties may mutually agree, in writing, to terminate the lease agreement, at any time. Neither the termination of the lease pursuant to any section or sections of this Lease shall relieve Tenant of its liabilities and obligations hereunder, all of which survive any defaults. If a default shall have occurred and is continuing, and whether or not this Lease shall have been terminated pursuant to this section.

Section 18. Prohibited Activities. Tenant shall only use the Leased Property for those activities contemplated by this Agreement. Tenant represents and warrants that it will not use the Premises for any unlawful purpose and shall comply with all laws and permitting requirements applicable now, or in the future, to the operation of the Premises. Tenant shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the approved premises.

Section 19. Entry by Landlord. Landlord shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, and during the last year of the lease

term, or any renewal or extension thereof, Landlord may exhibit the same for sale or rent; provided, however, that Landlord shall not unreasonably interfere with Tenant's use of the Premises. No such entry shall be deemed an eviction of the Tenant.

Section 20. Assignment, Subletting, and Subleases. Tenant shall not assign, sublet, sublease, mortgage, pledge, nor encumber this lease, or any of its rights obligations hereunder, in whole or in part, without the prior written approval of the City Commission, which may be granted upon the sole discretion of the City Commission.

Section 21. Time. Time is of the essence in the performance and observance of each and every term, covenant and condition of this Lease by both Landlord and Tenant. All notice requirements shall be calculated based upon calendar days.

Section 22. Notices. Any notice, communication, request or other document or demand required or desired to be given to Landlord or Tenant shall be in writing and shall be deemed given: (a) to Tenant when delivered in person to an officer of Tenant or when deposited in the United States mail, first-class, postage prepaid, addressed to Tenant at its address set forth below. Either party may, from time to time, change the address at which such written notices, exercise of options or elections, communications, requests, or other documents or demands are to be delivered, by giving the other party written notice of such changed address in the same manner as this section requires for the giving of all notices.

IF TO CITY OF SOUTH MIAMI:

City Manager
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143
E-mail: citymanager@southmiamifl.gov

IF TO TENANT:

William Duquette, Chair
South Miami Children's Clinic
6200 SW 73RD ST
South Miami, Florida 33143
E-mail: billd@baptisthealth.net

Section 23. Governing Laws and Venue. This Agreement and the performance of duties and obligations hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.

Section 24. Amendments. No amendment to this Lease shall be valid or binding unless such amendment is in writing, agreed, and executed by the parties hereto and approved by the City Commission at a public hearing and in accordance with the provisions of the City Charter for leasing City property.

Section 25. Rules of Interpretation. Throughout this agreement the male pronoun may be substituted for female and neuter and the singular words substituted for plural and plural words substituted for singular wherever applicable. The parties to this agreement have had an opportunity to seek legal counsel and to draft this agreement in a manner to avoid any ambiguity. The parties also acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no party is entitled to the benefit of any rules of construction with respect

to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

Section 26. Captions. The captions of the several sections of the Lease are not a part of the context hereof and shall be ignored in construing this Lease. They are intended only as aids in locating and reading the various provisions hereof.

Section 27. Severability of Provisions. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respect as if such invalid or unenforceable provision were omitted.

Section 28. Construction of this Lease. The parties agree that this Lease Agreement is a product of all of their efforts, that it expresses their mutual understandings, and that it should not be interpreted in favor of either party or against either of them.

Section 29. Entire Agreement, Modification, and Binding Effect. This Agreement constitutes the entire agreement of the parties, incorporates all the understandings of the parties and supersedes any prior agreements, understandings, representation or negotiation, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of the City and Tenant and to their respective heirs, successors and assigns. No modification or amendment of any terms or provisions of this agreement shall be valid or binding unless it complies with this paragraph. This agreement, in general, and this paragraph, in particular, shall not be modified or amended by acts or omissions of the parties.

Section 30. Non-Waiver. City and Tenant agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement. No waiver of this Agreement, in whole or part, including the provisions of this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this agreement. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach. The failure to enforce this agreement as to any particular breach or default shall not act as a waiver of any subsequent breach or default. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time as often as may be deemed expedient.

Section 31. Cumulative Remedies. No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing. The duties and obligations imposed by the Lease and the documents attached to it or made a part of it by reference ("Lease Documents"), if any, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Lessee by the Lease Documents and the rights and remedies available to the Lessor hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available at law or in equity, by special guarantee or by other provisions of the

Lease Documents. In order to entitle any party to exercise any remedy reserved to it in this Lease, or existing in law or in equity, it shall not be necessary to give notice, other than such notice as maybe herein expressly required. No remedy conferred upon or reserved to any party hereto, or existing at law or in equity, shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or hereafter existing at law or in equity or by statute. The failure of Lessor to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not be construed as a waiver or relinquishment thereof for the future. Receipt by Lessor of any sum payable hereunder with or without knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

Section 32. Waiver Jury Trial. City and Tenant knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

Section33. Validity of Executed Copies. This agreement may be executed in several counterparts, each of which may be construed as an original.

Section 34. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 35. No Discrimination. No action shall be taken by the Tenant, nor will it permit any acts or omissions which result in discrimination against any person, including employee or applicant for employment on the basis of race, creed, color, national origin, religion, age, sex, familial status, marital status, ethnicity, sexual orientation or physical or mental disability as proscribed by law and that it will take affirmative action to ensure that such discrimination does not take place. The Tenant shall comply with the Americans with Disabilities Act. Furthermore, Tenant agrees that it will take affirmative action to ensure that such discrimination does not take place.

Section 36. Equal Employment. In accordance with Federal, State and Local law, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or handicap. The Tenant shall comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract. The City of South Miami's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. By signing this Agreement, the Tenant hereby certifies under penalty of perjury, to the City, that Tenant is in compliance with all applicable regulations and laws governing employment practices.

Section 37. Approval of Landlord. Nothing in this Agreement, shall be construed to waive or limit the City's governmental authority as a municipal corporation and political subdivision of the State of Florida. Where approval or consent of Landlord is required under this Agreement, such consent or approval shall be deemed to refer to the City's consent of approval as a property owner, and such consent of approval shall be contractual in nature and shall not be in lieu of any required governmental approval of the City.

Section 38. Holdover. If a Default shall have occurred and is continuing, notwithstanding whether the lease is terminated, pursuant to the provisions in this Lease, Tenant shall, upon 30 days' written notice, surrender to Landlord possession of the premises. Landlord may enter upon and repossess the premises by such means as are available at law or in equity, and may remove Tenant and all other personal property, which includes Tenant's equipment and personalty, alterations and/or modifications. Landlord shall have no liability by reason of such entry, repossession or removal that is performed in accordance with applicable laws. Upon Landlord's written demand, Tenant shall return the premises immediately to Landlord, in the manner and condition required by, and in accordance with this lease. In addition, if Tenant does not relinquish possession of the property, the Landlord is entitled to seek an injunction before the appropriate court to obtain all costs Landlord has occurred due the holdover, to be immediately paid to the Landlord by the Tenant and require the Tenant to immediately exit the premises.

Section 39. Force Majeure. Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Section 40. Additional Reporting Requirements. Upon the Landlord's reasonable request, the Tenant will deliver, or will cause to be delivered to the Landlord documents relevant to the financial condition and, to the extent permitted by Federal law, detailed reports regarding the charitable health care services provided to the community.

Section 41. Public Records: TENANT and all of its sub-Tenants, if allowed by the Landlord, are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the CITY and the Tenant, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Tenant does not transfer the records to the public agency; (d) Upon completion of the contract, Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Tenant or keep and maintain public records required by the public agency to perform the service. If the Tenant transfers all public records to the public agency upon completion of the contract, the Tenant shall upon Termination of the contract and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the contract, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-663-6340; E-mail: mmenendez@southmiamifl.gov; 6130 Sunset Drive, South Miami, FL .33143.

Section 42. Non-Discriminatory Practices. In the operation of the charitable health care clinic, Tenant shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap, sexual orientation or in any other manner.

Section 43. Warranty of Authority. The signatories to this Agreement warrant that they are duly authorized by action of their respective City commission, board of directors or other authority to execute this Agreement and to bind the parties to the promises, terms, conditions and warranties contained in this Agreement and that they have complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and that this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Tenant hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Section 44. Waiver Jury Trial. City and Tenant knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

Section 45. Validity of Executed Copies. This agreement may be executed in several counterparts, each of which may be construed as an original.

Section 46. Limitation on Liability. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of South Miami; and the Tenant covenants that no person having such interest shall be employed in the performance of this Agreement.

(Signatures are on the next page)

IN WITNESS WHEREOF, the parties have executed this Lease on or prior to the date first above written.

South Miami Children's Clinic, Inc.,
a Florida not-for-profit corporation

By:_____
William M. Duquette, Chairperson

ATTEST:

By:_____
Maria M. Menendez, CMC,
City Clerk

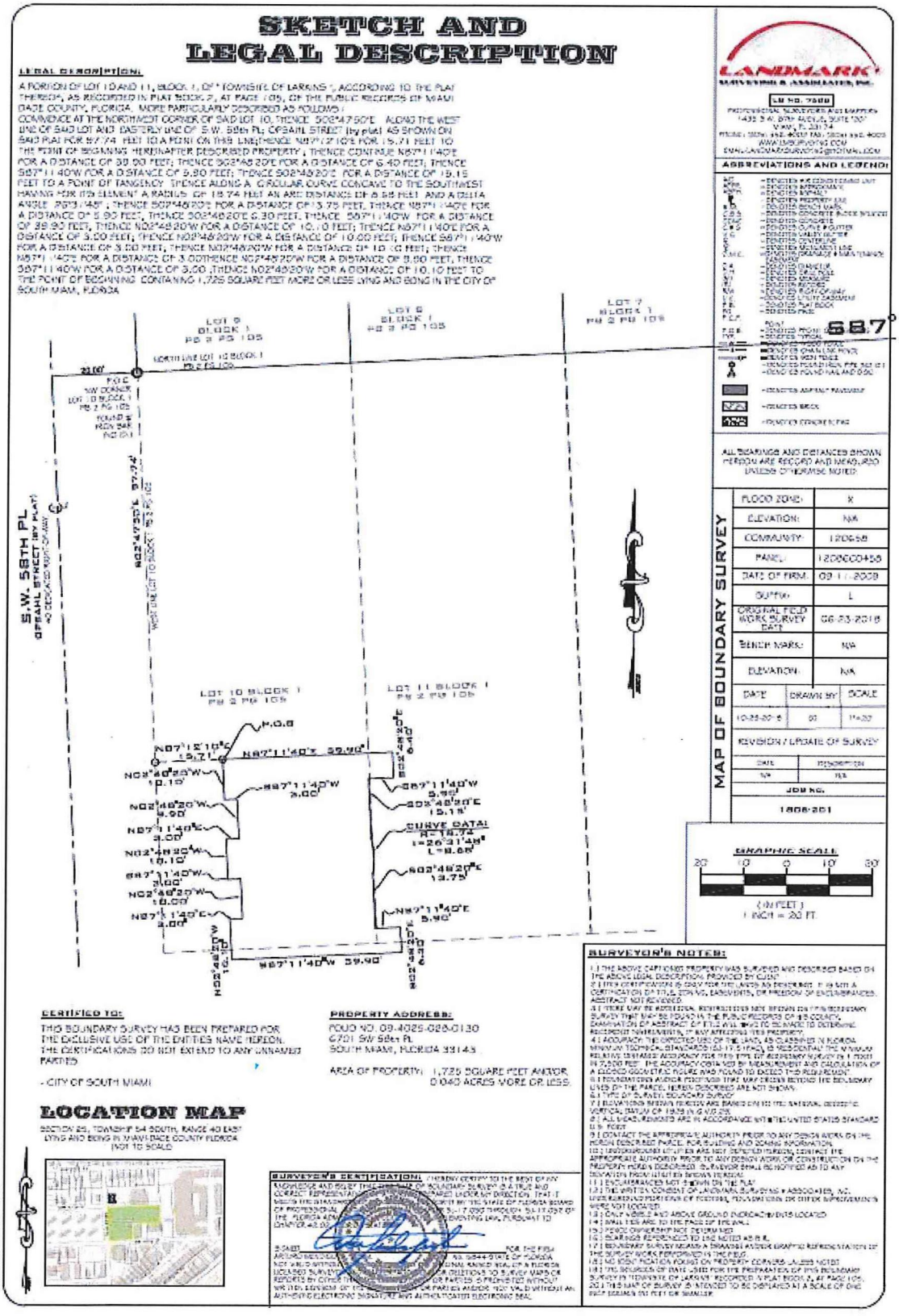
CITY OF SOUTH MIAMI

By:_____
Shari Kamali, City Manager

Read and Approved as to Form, Language,
Legality and Execution thereof:

By:_____
Thomas F. Pepe, Esq.,
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES



SOUT-35 OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
904-249-2345
Fletcher & Company
P. O. Box 50069
Jacksonville Beach, FL 32240-0069
Fletcher & Company

CONTACT NAME: Allison Folds
PHONE (A/C, No, Ext): 904-249-2345 FAX (A/C, No): 904-246-7986
E-MAIL ADDRESS: afolds@fletcherandcompanyfl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Employers Assurance Co.	25402
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
South Miami Children's Clinic, Inc.
6701 SW 58th Place
South Miami, FL 33143

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	21SBMBW2696	04/23/2020	04/23/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		EIG158032407	12/01/2019	12/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with a wavier of subrogation regarding General Liability when required by written contract.

CERTIFICATE HOLDER

The City of South Miami
6130 Sunset Drive
Miami, FL 33143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THANK YOU FOR RENEWING YOUR POLICY WITH US

If you're receiving this renewal through the mail directly from The Hartford, please note that we've only attached new, changed or updated documents. These include your new declarations page, which outlines your coverage, as well as any notices and brochures with updated information. We leave out unchanged documents to help cut down on paperwork and mailing costs. You can keep the attached documents filed alongside those from your previous policy if you wish.

If you're receiving this renewal electronically, or it's been mailed by your agent, it may include all of your documents - even ones that haven't changed.

In either case, keep in mind that you can view, download or print any of these documents online. Just register or log into your account https://business.thehartford.com and click on "Documents". For added convenience, you can also pay your bill, request a Certificate of Insurance, check claims status, update preferences and more.

SOUTH MIAMI CHILDRENS CLINIC, INC.

6701 SW 58TH PL
MIAMI FL 33143

Policy Number: 21 SBM BW2696
Renewal Date: 04/23/20

Thank you for being a loyal customer of The Hartford.

 # 1: Your Hartford Policy
Enclosed are renewal documents for your policy, which is scheduled to renew on 04/23/20 . Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

 # 2: Your Business Insurance Coverage Checkup
Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:
- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?
- Has there been any increase/decrease in your company's payroll or sales?
- Have you added or eliminated any vehicles used in your business operations?
- Are the bill plan and deductible on your policy right for your business?

During the review we may make coverage recommendations, provide peace of mind solutions, and possibly reduce your costs. Here is all you need to do:
- **Call toll free** (866) 467-8730 **, and select our renewal review service option any weekday from 7 A.M. to 7 P.M. CST and request your business insurance check-up.**
- **To best serve you, please have your Policy Number or Account Number and a Copy of your current Renewal Policy in hand when you call.**

 # 3: Servicing Your Needs
To login or register for our Online Business Service Center, go to www.thehartford.com/servicecenter where any time, day or night you can:
- Pay your bill, view payment history and enroll in Auto Pay
- Request Auto ID Cards and Certificates of Insurance
- View electronic copies of billing and policy documents and sign up for paperless delivery

 # 4: If You've Had A Loss or Accident… Report It Immediately
We want to help! Contact us as quickly as possible at 1-800-327-3636.
- Representatives are available 24-7 to assist in helping you recover from your loss.

On behalf of **FLETCHER & COMPANY/PHS** and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely,
Your Hartford Team

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide ***how*** your payments are made …

- **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- **Pay Online:** Register at **www.thehartford.com/servicecenter.** Online Bill Pay is Quick, Easy and Secure!
- **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- **Pay by Phone:** Call toll-free **1-866-467-8730.**

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.

IMPORTANT NOTICE TO POLICYHOLDERS
THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

- A panel of third party incident response service providers
- Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
- White papers, blogs and webinars from leading privacy and security practitioners
- Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636.**

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

- The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
- Registration is required to access the Cyber Center. You may register as many users as necessary.
- Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.

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IMPORTANT NOTICE TO POLICYHOLDERS - PERSONAL AND ADVERTISING INJURY EXCLUSION - LIMITED

Thank you for trusting The Hartford with your Business Insurance needs.

Your policy may have previously had SS 50 50, Personal and Advertising Injury Exclusion - Limited attached. Please be advised that SS 50 50 will no longer be attached due to your class and business operations. The elimination of SS 50 50 from your policy will result in a broadening of coverage.

If you have any questions regarding this notice, feel free to reach out to your Hartford representative.

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Spectrum®

Business Owner's Policy





PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

POLICY NUMBER: 21 SBM BW2696

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:

$ $4.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

a. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses under TRIA exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

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D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.



IMPORTANT NOTICE FOR FLORIDA POLICYHOLDERS

If you would like to present inquiries or obtain information about coverage or obtain assistance in resolving a complaint, please contact YOUR HARTFORD AGENT, or you may contact The Hartford at the number stated below.

SERVICING OFFICE:

THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
(866) 467-8730

THE HARTFORD COMPANY:

SENTINEL INSURANCE COMPANY, LIMITED

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE BE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.

96 26 BW SBM This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 21 SBM BW2696 DV

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: SOUTH MIAMI CHILDRENS CLINIC, INC.
(No., Street, Town, State, Zip Code)
6701 SW 58TH PL
MIAMI FL 33143

Policy Period: **From** 04/23/20 **To** 04/23/21 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: FLETCHER & COMPANY/PHS
Code: 227107

Previous Policy Number: 21 SBM BW2696

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $625 MP

FLORIDA FC SURCHARGE: $ .63
FL EMERG MGMT SURCH: $ 4.00

Susan L. Castaneda
Countersigned by
Authorized Representative

02/24/20
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 21 SBM BW2696

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

6701 SW 58TH PL
SOUTH MIAMI FL 33143

Description of Business:
Medical Office - Other

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	NO COVERAGE
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	NO COVERAGE
OUTSIDE THE PREMISES	NO COVERAGE

BUSINESS LIABILITY	**LIMITS OF INSURANCE**
LIABILITY AND MEDICAL EXPENSES	$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$1,000,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	$2,000,000
GENERAL AGGREGATE	$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	$ 10,000
RETROACTIVE DATE: 04232014	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL
COVERAGES

CYBERFLEX COVERAGE
FORM SS 40 26

UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06

ADDITIONAL INSUREDS: THE FOLLOWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 001 BUILDING 001

TYPE PERSON ORGANIZATION

NAME SEE FORM IH 12 00

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14 SS 00 05 10 08 SS 00 08 04 05 SS 00 60 09 15
SS 00 64 09 16 SS 01 58 09 16 SS 42 06 03 17 SS 40 26 03 17
SS 41 63 06 11 SS 05 47 09 15 SS 50 57 04 05 SS 09 01 12 14
SS 09 67 09 14 SS 09 70 12 14 SS 09 71 12 14 SS 09 85 12 14
SS 50 19 01 15 IH 99 40 04 09 SS 83 76 01 15 SS 89 93 07 16
IH 12 00 11 85 ADDITIONAL INSURED - PERSON-ORGANIZATION

COMMON POLICY CONDITIONS

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QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS
and
COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

		Beginning on Page
A.	Cancellation	**1**
B.	Changes	**1**
C.	Concealment, Misrepresentation Or Fraud	**2**
D.	Examination Of Your Books And Records	**2**
E.	Inspections And Surveys	**2**
F.	Insurance Under Two Or More Coverages	**2**
G.	Liberalization	**2**
H.	Other Insurance - Property Coverage	**2**
I.	Premiums	**2**
J.	Transfer Of Rights Of Recovery Against Others To Us	**2**
K.	Transfer Of Your Rights And Duties Under This Policy	**3**
L.	Premium Audit	**3**

COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

(1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

(a) Seasonal unoccupancy; or

(b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

(2) After damage by a Covered Cause of Loss, permanent repairs to the building:

(a) Have not started; and

(b) Have not been contracted for,

within 30 days of initial payment of loss.

(3) The building has:

(a) An outstanding order to vacate;

(b) An outstanding demolition order; or

(c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

(a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

(b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with Paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or

2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

a. Someone insured by this insurance;

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you; or

c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

L. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Douglas Elliot, President

BUSINESS LIABILITY COVERAGE FORM

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS LIABILITY COVERAGE FORM
AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Sub-subparagraphs 1.p. (7), (8), (15) of Paragraph 2., of Section B. **Exclusions** are deleted and replaced with the following:

p. Personal and Advertising Injury:

(7) **(a)** Arising out of any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

B. Subparagraph 1.r. of Section B. **Exclusions** is deleted and replaced with the following:

r. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(a) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(b) Whether the insured may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

C. Subparagraph 1.q. "Electronic Data" of Section B. **Exclusions** is deleted and replaced with the following:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

(1) Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

D. Sub-subparagraph 7.b.(1) Other Insurance of Section E. **Liability and Medical Expenses General Conditions** is deleted and replaced with the following:

b. Excess Insurance

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Wrap Up Insurance or similar coverage for "your work".

E. Subparagraph 17. c. "Personal and Advertising Injury" of Section G, **Liability and Medical Expenses Definitions** is deleted and replaced with the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

F. Subparagraph 17.h. of Section G, **Liability and Medical Expenses Definitions** deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS LIABILITY COVERAGE FORM AMENDATORY ENDORSEMENT- SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Sub-subparagraph 3.a.(5) of Paragraph 3., Section A. **Coverages** is deleted and replaced with the following:

3. Coverage Extension - Supplementary Payments:

a. (5) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
BUILDING STRETCH

I. If your policy contains only liability coverages then the following changes apply to the **Common Policy Conditions** Form.

A. Cancellation

Paragraph **A.2. Cancellation** is deleted and replaced by the following:

2. Cancellation For Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. For More Than 90 Days

(1) If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misstatement;

(c) In the event of failure to comply within 90 days after the effective date of coverage with underwriting requirements established by us before the effective date of coverage;

(d) A substantial change in the risk covered by the policy; or

(e) The cancellation is for all insureds under such policies for a given class of insureds.

(2) If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured(s) written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. Paragraph **A.3. Cancellation** is deleted and replaced by the following:

3. We will mail or deliver our notice to the first Named Insured(s) at the last mailing address known to us.

C. Paragraph **A.5. Cancellation** is deleted and replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro

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rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. Nonrenewal

1. The following **Common Policy Condition** is added and supersedes any provision to the contrary:

M. NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration date of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured(s) at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

II. If your policy contains property coverages, including policies containing both property and liability coverages, then the following changes apply to the **Common Policy Conditions** Form.

A. Cancellation

1. Paragraph **A.2.** of the **Cancellation** Condition is deleted and replaced by the following:

2. Cancellation For Policies In Effect

a. 90 Days Or Less

(1) If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

i. A material misstatement or misrepresentation; or

ii. A failure to comply with underwriting requirements established by the insurer.

(2) We may not cancel:

(a) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(b) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent future similar occurrence of damage to the insured property.

b. For More Than 90 Days

(1) If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misstatement;

(c) In the event of failure to comply within 90 days after the effective date of

coverage with underwriting requirements established by us before the effective date of coverage;

(d) There has been a substantial change in the risk covered by the policy;

(e) The cancellation is for all insureds under such policies for a given class of insureds;

(f) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

(g) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

(h) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

(2) If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in paragraph **A.2.b.(1)(b)** through **(h)** above.

2. Paragraph **A.5. Cancellation** is deleted and replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

1. The following **Common Policy Condition** is added and supersedes any provision to the contrary:

M. NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration date of the policy if this policy does not cover a residential structure or its contents.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. We may not refuse to renew this policy:

a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

b. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

4. Notwithstanding the provisions in paragraph **II.B.1.M.3.,** above, we may refuse to renew this policy if the nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

III. The following changes apply to the **Standard Property** or **Special Property Coverage Form**.

A. Duties In The Event Of Loss Or Damage

The following provision is added to paragraph **E.3. Duties In The Event Of Loss Or Damage**.

k. Windstorm or Hurricane Claim Notice

If your policy includes coverage for the peril of windstorm or hurricane and you have a claim, "supplemental" claim or "reopened" claim, for property insurance as provided for in this policy, for loss or damage caused by windstorm or hurricane is barred unless notice of the claim, "supplemental" claim, or "reopened" claim was given to us in accordance with the terms of this policy within 3 years after the hurricane first made landfall or the windstorm caused the covered damage.

This time limitation does not affect any applicable limitation for legal action against us as provided in this policy for claims, "supplemental" claims, or "reopened" claims timely filed with us.

For purposes of this provision, "supplemental" or "reopened" claim means any additional claim for recovery from us for losses from the same hurricane or windstorm which we have previously adjusted with you pursuant to the initial claim.

B. Legal Action Against Us

Paragraph **E.4.b. Legal Action Against Us** is deleted and replaced by the following:

b. The legal action against us involving direct physical loss or physical damage to property must be brought within 5 years from the date the loss occurs.

C. Loss Payment

Paragraph **E.5.g. Loss Payment** is deleted and replaced by the following:

g. Provided you have complied with all the terms of this Policy, we will pay for covered loss or damage:

(1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or

(2) Within 30 days after we receive the sworn proof of loss and:

(a) There is entry of a final judgment; or

(b) There is a filing of an appraisal award with us.

D. Windstorm Exterior Paint or Waterproofing Exclusion

If windstorm is a Covered Cause of Loss, and Covered Property is located in:

1. Broward County;

2. Dade County;

3. Martin County;

4. Monroe County;

5. Palm Beach County; or

6. All the areas east of the west bank of the Intra-Coastal Waterway in the counties of:

a. Indian River; or

b. St. Lucie,

the following applies:

If physical loss or physical damage to Covered Property is caused by or results from Windstorm, the following exclusion applies:

WINDSTORM EXTERIOR PAINT OR WATERPROOFING EXCLUSION

We will not pay for loss or damage caused by windstorm to:

1. Paint; or

2. Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. However, such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

a. The amount of the Windstorm or Hail Deductible; or

b. The value of Covered Property.

E. Catastrophic Ground Cover Collapse

1. The following is added to this policy as a Covered Cause of Loss and as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage - Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or physical damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

a. The abrupt collapse of the ground cover;

b. A depression in the ground cover clearly visible to the naked eye;

c. "Structural damage" to the covered building, including the foundation; and

d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

2. The **Earth Movement** exclusion and the **Collapse** exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

3. Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as "Sinkhole Loss" or Earthquake (if either or both of those causes of loss are covered under this policy), only one Limit of Insurance will apply to such loss or damage.

If the Covered Property is included in a Blanket Limit of Insurance then the maximum that will be paid for Catastrophic Ground Cover Collapse is the value of the Covered Property at the time of the loss up to the Blanket Limit of Insurance.

4. Coverage for Catastrophic Ground Cover Collapse does not apply to the following:

a. Paragraphs **A.5.d.** and **A.6.d., Garages, Storage Buildings, and Other Appurtenant Structures,** of the **Standard** and **Special Property Coverage Forms**;

b. Paragraphs **A.5.e.** and **A.6.e., Newly Acquired or Constructed Property,** of the **Standard** and **Special Property Coverage Forms**; or

c. Mortgage Holders Errors or Omissions coverage, if included in your policy.

F. Sinkhole Loss

1. The following is added to this policy as a Covered Cause of Loss and as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage - Collapse.

"Sinkhole Loss", meaning loss or damage to Covered Property when "structural damage" to the covered building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for "Sinkhole Loss" includes stabilization of the building (including land stabilization) and repair to the foundation provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a "professional engineer" or "professional geologist". The "professional engineer" or "professional geologist" must be selected or approved by us. The "professional engineer" or "professional geologist" shall perform such tests as sufficient, in their professional opinion, to determine the

presence or absence of "sinkhole loss" or other cause of damage within reasonable professional probability and for the "professional engineer" or "professional geologist" to make recommendations regarding necessary building stabilization and foundation repair.

However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the "professional engineer" as set forth in a report from us:

a. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and

b. Our payment for "Sinkhole Loss" to Covered Property may be limited to the actual cash value of the loss to such property as determined in **E.5.d. Loss Payment** in the **Standard** or **Special Property Coverage Form**.

In order to prevent further damage to the building or structure, you must enter into a contract for the performance of building stabilization and foundation repairs within 90 days after we have confirmed coverage for "sinkhole loss" and notified you of such confirmation. Or, if either party invokes the "neutral evaluation" process the 90 day time period is postponed and will begin again 10 days after the conclusion of the "neutral evaluation" process.

After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred. If repair has begun and the aforementioned "professional engineer" determines that the repairs will exceed the applicable Limit of Insurance, we will pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all "Sinkhole Loss", including building, land stabilization, foundation repair, and contents is the applicable Limits of Insurance on the affected building.

2. "Sinkhole Loss" does not include:

a. Sinking or collapse of land into man-made underground cavities; or

b. Earthquake.

3. The **Earth Movement** exclusion and the **Collapse** exclusion do not apply to coverage for "Sinkhole Loss".

4. Claim Provision

With respect to a claim for alleged "Sinkhole Loss", the following provisions are added:

a. Your Duties in the Event of a Loss

(1) Any claim, including, but not limited to, initial, supplemental, and reopened claims under this insurance policy that provides "Sinkhole Loss" coverage is barred unless notice of the claim was given to us in accordance with the terms of this policy and within 2 years after you knew or reasonably should have known about the "Sinkhole Loss".

(2) As a precondition to accepting payment for a "Sinkhole Loss", you must file a copy of any "sinkhole" report regarding the Covered Property which was prepared on your behalf or at your request with the county clerk. You shall bear the cost of filing and recording the "sinkhole" report.

(3) The recording of the report does not:

(a) Constitute a lien, encumbrance, or restriction on the title to the real property or constitute a defect in the title to the real property;

(b) Create any cause of action or liability against any grantor of the real property for breach of any warranty of good title or warranty against encumbrances; or

(c) Create any cause of action or liability against a title insurer that insures the title to the real property.

b. Our Duties in the Event of a Loss

Upon receipt of a claim for a "Sinkhole Loss" to a covered building, we will meet the following standards in investigating the claim.

(1) We will inspect your scheduled premises to determine if there is "structural damage" that may be the result of "sinkhole" activity.

(2) If we confirm that "structural damage" exists but is unable to identify a valid cause of such damage or discover that such damage is consistent with

"sinkhole loss", we shall engage a "professional engineer" or "professional geologist" to conduct testing to determine the cause of loss within a reasonable professional probability and issue a report to us for "Sinkhole Loss" as covered under this policy. Except as provided in paragraph **III.F.4.d.**, the fees and costs of the "professional engineer" or "professional geologist" shall be paid by us.

(3) Following the initial inspection of your "scheduled premises", we shall provide written notice to you disclosing the following information:

(a) What was determined to be the cause of damage, if we have made such determination.

(b) Statement of the circumstances under which we were required to engage a "professional engineer" or a "professional geologist" to verify or eliminate "sinkhole loss" and to engage a "professional engineer" to make recommendations regarding land and building stabilization and foundation repair.

(c) Statement regarding your right to request testing by a "professional engineer" or a "professional geologist", the circumstances under which the policyholder may demand certain testing, and the circumstances under which you may incur costs associated with testing.

(4) If we determine that there is no "Sinkhole Loss", then we may deny the claim.

(5) When we have paid a claim for a "Sinkhole Loss" then we will file a copy of the report and certification to the county clerk of court, including:

(a) The legal description of the real property and the name of the property owner;

(b) The "neutral evaluator's" report, if any, which indicates that "sinkhole" activity caused the damage claimed;

(c) A copy of the certification indicating that stabilization has been completed, if applicable; and

(d) The amount of the payment.

We shall bear the cost of filing and recording one or more reports and certifications. There shall be no cause of action or liability against us for compliance with provision.

(6) The recording of the report and certification does not:

(a) Constitute a lien, encumbrance, or restriction on the title to the real property or constitute a defect in the title to the real property;

(b) Create any cause of action or liability against any grantor of the real property for breach of any warranty of good title or warranty against encumbrances; or

(c) Create any cause of action or liability against any title insurer that insures the title to the real property.

c. Neutral Evaluation Program

Following receipt by us of a report from a "professional engineer" or "professional geologist" on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a "neutral evaluation" program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).

You or we may file a request with the Department for "neutral evaluation"; the other party must comply with such request. We will pay the reasonable costs associated with the "neutral evaluation", regardless of which party makes the request. However, if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the "neutral evaluation", that party must pay the costs of those services. The "neutral evaluator" will be selected from a list maintained by the Department. The recommendation of the "neutral evaluator" will not be binding on you or us.

Participation in the "neutral evaluation" program does not change your right to file suit against us in accordance with the **Legal Action Against Us** Property Loss Condition in this policy; except that the time for filing suit is extended for a period of 60 days following the conclusion of the "neutral evaluation" process or five years, whichever is later.

d. Denial of Coverage

If we deny coverage for "Sinkhole Loss" and fail to engage a "professional engineer" or "professional geologist" to perform such testing then you may demand such testing to be performed by us subject to the following:

(1) Your demand for testing must be communicated to us in writing within 60 days after your receipt of our denial of the claim.

(2) You shall pay either 50% of the actual costs of the "professional engineer" or "professional geologist" analyses and services or $2,500, whichever is less.

We shall reimburse you for the costs if our engineer or geologist provides written certification that there is a covered "Sinkhole Loss".

However, if we obtain a written certification that there is no "Sinkhole Loss" or that the cause of the damage was not "sinkhole" activity, and you submitted the "sinkhole" claim without good faith grounds for submitting such claim, then you shall reimburse us for 50% of the actual costs of the analyses and services provided by this insurance; however, you are not required to reimburse us more than $2,500 with respect to any claim. You are only required to pay this reimbursement under this provision if you requested the analysis and services for "professional engineer" or "professional geologist" for a "Sinkhole Loss" or "sinkhole" activity and we, before ordering the analysis, informed you in writing of your potential liability for reimbursement and gives you the opportunity to withdraw the claim.

5. The stabilization and all other covered repairs to the affected building and contents must be completed within 12 months after entering into the contract for repairs unless:

a. There is a mutual agreement between you and us;

b. The claim is involved with the "neutral evaluation" process;

c. The claim is in litigation; or

d. The claim is under appraisal or mediation.

6. You may not accept a "rebate" from any person performing the repairs for a covered "Sinkhole Loss". If you receive a "rebate", coverage is void and you must refund the amount of the "rebate" to us. Any person performing the repairs for "Sinkhole Loss" who offers a "rebate" commits insurance fraud punishable as a third degree felony.

The term "Rebate" means a remuneration, payment, gift, discount, or transfer of any item of value to you by or on behalf of a person performing the repairs for "Sinkhole Loss" as an incentive or inducement to obtain repairs performed by that person.

7. Coverage for "Sinkhole Loss" does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse and "Sinkhole Loss", only one Limit of Insurance will apply to such a physical loss or physical damage.

If the Covered Property is included in a Blanket Limit of Insurance then the maximum that will be paid for "Sinkhole Loss", or both Catastrophic Ground Cover Collapse and "Sinkhole Loss", is the value of the Covered Property at the time of the loss up to the Blanket Limit of Insurance.

8. Coverage for "Sinkhole Loss" does not apply to the following:

a. Paragraphs **A.5.d.** and **A.6.d., Garages, Storage Buildings, and Other Appurtenant Structures,** of the Standard and Special Property Coverage Forms;

b. Paragraphs **A.5.e.** and **A.6.e., Newly Acquired or Constructed Property,** of the Standard and Special Property Coverage Forms; or

c. Mortgage Holders Errors or Omissions coverage, if included in your policy.

G. Business Income and Extra Expense

1. Paragraph **A.5.o.(3)** of **Business Income** is deleted and replaced by the following:

(3) We will only pay for the loss of Business Income that occurs within the number of consecutive months listed in the Declarations and after the date of direct physical loss or physical damage.

This Additional Coverage is not subject to the Limits of Insurance.

2. Paragraph **A.5.p.(3).(c)(ii)** of **Extra Expense** is deleted and replaced by the following:

(ii) To research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage **o.,** Business Income.

We will only pay for Extra Expense that occurs within the number of consecutive months listed in the Declarations and after the date of direct physical loss or physical damage, This Additional Coverage is not subject to the Limits of Insurance.

F. Additional Definitions

1. "Structural Damage" means a covered building, regardless of the date of construction, has experienced the following:

a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;

b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.

2. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

3. "Primary structural system" means an assemblage of primary structural members.

4. "Neutral evaluation" means the alternative dispute resolution provided in Florida Statute 627.7074.

5. "Neutral evaluator" means an engineer licensed under Florida Statute 471 who has experience and expertise in the identification of sinkhole activity as well as other potential causes of structural damage or "professional geologist" who has completed a course of study in alternative dispute resolution designed or approved by the department for use in the "neutral evaluation" process and who is determined by the department to be fair and impartial and must not otherwise be ineligible for certification as provided under Florida Statute 627.7074.

6. "Professional engineer" means a person, as defined in Florida Statute 471.005, who has a bachelor's degree or higher in engineering. A "professional engineer"

must also have experience and expertise in the identification of "sinkhole" activity or other potential causes of "structural damage".

7. "Professional geologist" means a person, as defined in Florida Statute 492.102, who has a bachelor's degree or higher in geology or related earth science and experience and expertise in the identification of "sinkhole" activity as well as other potential geologic causes of "structural damage".

8. "Sinkhole" means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

IV. The following changes apply to the **Mortgageholders Errors and Omissions** Coverage Form.

A. Loss Payment

Paragraph **I.6.** is deleted and replaced by the following.

Provided you have complied with all the terms of this Policy, we will pay for covered loss or damage:

1. Within 20 days after we receive the sworn proof of loss and reach written agreement with you; or

2. Within 30 days after we receive the sworn proof of loss and:

a. There is entry of a final judgment; or

b. There is a filing of an appraisal award with us.

B. Additional Coverage - Collapse

Paragraph **D.2.a.** is deleted and replaced by the following:

a. The "specified causes of loss" or breaking of building glass, all only as insured against in this policy. However, the following is not considered a covered cause of loss or "specified cause of loss" for this coverage:

(1) Catastrophic Ground Cover Collapse; or,

(2) "Sinkhole Loss".

V. The following changes apply to the **Building Stretch** Coverage Form.

A. Lessor's - Lease Cancellation

Paragraph **A.4.b. Time Limitation** is deleted and replaced by the following:

We will only pay for loss of rental income that you sustain after tenantability is restored and until the earlier of:

(1) The date you lease the premises to another tenant;

(2) The number of months listed in the declarations page immediately following the "period of restoration"; or

(3) The normal expiration date of the cancelled leases.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

☐	**Option 1**: If an "X" is shown in this box, Bodily Injury and Property Damage coverage for Unmanned Aircraft applies and the Unmanned Aircraft Exclusion in Paragraph **A.1.g.(1)** of this endorsement does not apply.
☐	**Option 2**: If an "X" is shown in this box, Personal And Advertising Injury coverage for Unmanned Aircraft applies and the Unmanned Aircraft - Personal And Advertising Injury Exclusion in Paragraph **A.2.** of this endorsement does not apply.

Except as otherwise stated in this endorsement or the schedule above, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes are made to Section **B.1.**, **EXCLUSIONS**:

1. Paragraph **g.**, **Aircraft, Auto or Watercraft**, is deleted and replaced with the following:

g. Aircraft, Auto or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

Paragraph **g. (2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Section G Liability and Medical Expenses Definitions, Paragraph 15 **f. (2)** or **f. (3)** of the definition of "mobile equipment"; or

(f) An aircraft (other than unmanned aircraft) that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to Section **B. EXCLUSIONS** Paragraph **p.**, **Personal and Advertising Injury**:

Unmanned Aircraft - Personal and Advertising Injury

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. The following changes apply to Section **G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

1. The following definition is added:

"Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBERFLEX COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies coverage under the Business Liability Coverage Form for your web site or internet related activities.

A. Exclusion **1.p. "Personal and Advertising Injury"** (Section **B. - EXCLUSIONS**) is modified as follows:

1. Paragraphs **(4)**, **(5)** and **(7)** are deleted and replaced by the following:

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement" or on "your web site";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement" or on "your web site";

(7) **(a)** Arising out of any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you or any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

2. Paragraph **(9)** does not apply.

3. Subparagraphs **(a)**, **(b)** and **(c)** of Paragraph **(12)** do not apply.

B. Section **G.** - LIABILITY AND MEDICAL EXPENSES DEFINITIONS is amended as follows:

1. Paragraph **b.** of definition **1.** "advertisement" is deleted and replaced by:

"Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

b. The Internet;

2. Paragraphs **f.** and **g.** of the definition of "personal and advertising injury" are deleted and replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

f. Copying, in your "advertisement" or on "your web site", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement" or on "your web site"; or

3. The following is added to the definition of "personal and advertising injury":

As used in this definition, oral, written or electronic publication includes publication of material in your care, custody or control by someone not authorized to access or distribute that material.

4. The following definition is added:

"Your web site" means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, for the purposes of promoting your goods or services, that is accessible over a computer network.

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AMENDMENT - DEFINITION OF INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Paragraph **f.** of the definition of "insured contract" in the **Liability And Medical Expenses Definitions** Section is replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR ENERGY LIABILITY

1. This insurance does not apply:

a. To any injury or damage:

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or

(4) The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(4)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

a. "Byproduct material", "source material" and "special nuclear material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

b. "Computer system and network" means:

(1) Leased or owned computer hardware including mobile, networked, and data storage computing equipment;

(2) Owned or licensed software;

(3) Owned websites;

(4) Leased or owned wireless input and output devices; and

(5) Electronic backup facilities and data storage repositories employed in conjunction with items 1 through 4 above.

c. "Hazardous properties" include radioactive, toxic or explosive properties.

d. "Nuclear facility" means:

(1) Any "nuclear reactor";

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing "spent fuel"; or

(c) Handling, processing or packaging "waste",

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(3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

e. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".

f. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

g. Injury or damage and "property damage" include all forms of radioactive contamination of property.

h. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

i. "Technology services" means:

1. the following services performed for others:

a. Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

b. Integration of systems;

c. Processing of, management of, mining or warehousing of data;

d. Administration, management, operation or hosting of: another party's systems, technology or computer facilities;

e. Website development; website hosting;

f. Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;

g. Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

h. Design and development of: code, software or programming;

i. Providing software application: services, rental or leasing;

j. Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;

k. "Telecommunication services"; and

l. "Telecommunication products".

2. web-related software and connectivity services performed for others; and

3. activities on the "named insured's" "computer system and network".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance does not apply to:

1. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:

a. Fungi, including but not limited to mold, mildew, and yeast;

b. Bacteria;

c. Viruses; or

d. Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in **a.**, **b.**, or **c.** above;

from any source whatsoever.

2. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in **1.a.**, **b.**, **c.** or **d.** above, from any source whatsoever.

However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
UMBRELLA LIABILTY PROVISIONS

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses, as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	**85%**
2016	**84%**
2017	**83%**
2018	**82%**
2019	**81%**
2020 or later	**80%**

However, if aggregate industry insured losses, attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA), exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability for Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and

3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Pollution Exclusion, Nuclear Hazard Exclusion and the War And Military Action Exclusion.

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POLICY NUMBER: 21 SBM BW2696

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

THE CITY OF SOUTH MIAMI
6130 SUNSET DRIVE
MIAMI FL 33143

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Exclusion **B.** in **SECTION III - EXCLUSIONS** is deleted and replaced by the following:

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;

2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or

3. any "wage and hour violation".

Provided, however, that this Exclusion B. shall not apply to that portion of "loss" that represents:

a. a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of **"**retaliation"; or

b. "Claims expenses" incurred to defend a "wage and hour violation" referenced in sub-paragraph **3.** above subject to a Sub-Limit of Liability of $ 0010000 that is part of, and not in addition to, the Limits of Liability applicable to this Coverage Part (the Wage and Hour Defense Costs Sub-Limit). Moreover:

1. SECTION VIII.I.2. of this Coverage Part notwithstanding, 100% of the "insured's" "claims expenses" covered pursuant to this sub-paragraph b. shall be allocated to covered "loss" until the Wage and Hour Defense Costs Sub-Limit is exhausted. Once the Wage and Hour Defense Costs Sub-Limit is exhausted, allocation shall continue in accordance with SECTION VIII.I.2.;

2. the Wage and Hour Defense Costs Sub-Limit is available notwithstanding the fact that a "wage and hour violation" is not an "employment practices wrongful act"; and

3. the Wage and Hour Defense Costs Sub-Limit is only available for "claim expenses" incurred to defend a "wage and hour violation" that occurred on or after the "retroactive date" and before the end of the "policy period", regardless of whether any such "claim" for a "wage and hour violation" is made during the "policy period" or the Extended Reporting Period, if applicable.

All other terms and conditions of this Coverage Part remain unchanged.

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EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

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QUICK REFERENCE

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

READ YOUR POLICY CAREFULLY

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EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

NOTICE: COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this Coverage Part the words you and your refer to the "Named Insured" in the Declarations. The words we, us and our refer to the stock insurance company member of THE HARTFORD shown on the Declarations Page.

Words and phrases that appear in quotation marks are defined in **SECTION II - DEFINITIONS** of this Coverage Part.

In consideration of, and subject to, the payment of the premium by you and in reliance upon the accuracy and completeness of the "application", including but not limited to the statements, attachments and exhibits contained in and submitted with the "application", we agree with you, subject to all terms, exclusions and conditions of this Coverage Part, as follows:

SECTION I - INSURING AGREEMENT

Employment Practices Liability

We shall pay "loss" on behalf of the "insureds" resulting from an "employment practices claim" first made against the "Insureds" during the "policy period" or Extended Reporting Period, if applicable, for an "employment practices wrongful act" by the "insureds".

SECTION II - DEFINITIONS

A. "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. Such "application" shall be deemed a part of this Coverage Part and attached hereto. In addition, "application" includes any warranty, representation or other statement provided to us within the past three years in connection with any policy or coverage part of which this Coverage Part is a renewal or replacement.

B. "Benefits" means perquisites, fringe benefits, deferred compensation, severance pay and any other form of compensation (other than salaries, wages, or bonuses as a component of a front or back pay award).

C. "Claim" means any "employment practices claim".

D. "Claims expenses" means:

1. reasonable and necessary legal fees and expenses, including, but not limited to, e-discovery expenses, incurred in the defense or appeal of a "claim";

2. "Extradition costs"; or

3. the costs of appeal, attachment or similar bonds, provided that we shall have no obligation to furnish such bonds.

However, "claim expenses" shall not include:

a. salaries, wages, remuneration, overhead or benefit expenses associated with any "insureds";

b. any fees, expenses or costs which are incurred by or on behalf of a party which is not a covered "insured"; or

c. any fees, expenses or costs which were incurred prior to the date on

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which we received written notice of the "claim" from the "insured".

E. "Controlled partnership" means a limited partnership in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and an "insured entity" is the sole general partner.

F. "Damages" means the amounts, other than "claim expenses", that the "insureds" are legally liable to pay solely as a result of a "claim" covered by this Coverage Part, including:

1. compensatory damages, including front pay and back pay;

2. settlement amounts;

3. pre- and post-judgment interest;

4. costs awarded pursuant to judgments;

5. punitive and exemplary damages;

6. the multiple portion of any multiplied damage award; or

7. liquidated damages under the Age Discrimination in Employment Act and the Family and Medical Leave Act.

However, "damages" shall not include:

a. taxes, fines or penalties imposed by law;

b. non-monetary relief;

c. "Benefits";

d. future compensation for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a "claim";

e. "Stock benefits";

f. costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law; or

g. any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.

G. "Debtor in possession" means a "debtor in possession" as such term is defined in Chapter 11 of the United States Bankruptcy Code as well as any equivalent status under any similar law.

H. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any domestic partner relationship arrangement recognized outside of the United States and under the Human Resource policy of the "insured entity".

I. "Employee" means any natural person who was, is or shall become a(n):

1. employee of an "insured entity" including any part time, seasonal, temporary, leased, or loaned employee; or

2. volunteer or intern with an "insured entity".

J. "Employee data privacy wrongful act" means:

1. the failure to prevent any unauthorized access to or use of data containing "Private Employment Information" of any "Employee" or applicant for employment with the "Insured Entity" including any such failure that directly results in a violation with respect to the privacy of such "Employee's" or applicant's medical information under the Health Insurance Portability and Accountability Act (HIPAA) or credit information under the Fair Credit Reporting Act (FCRA); or

2. the failure to notify any "employee" or applicant for employment with the "insured entity" of any actual or potential unauthorized access to or use of "private employment information" of any "employee" or applicant for employment with the "insured entity", if such notice was required by state or federal regulation or statute.

K. "Employment practices claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand, including, without limitation, a written demand for employment reinstatement;

2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or

3. formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document;

by or on behalf of an "employee", an applicant for employment with an "insured entity", or an "independent contractor".

"Employment practices claim" also means the receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief that is the result of an audit conducted by the United States Office of Federal Contract Compliance Programs.

"Employment practices claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "Employment practices claim" as described above. Such "claim" shall be commenced by the receipt of such request.

However**, "**employment practices claim" shall not include any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

L. "Employment practices wrongful act" means:

1. wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;

2. sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;

3. employment discrimination, including discrimination based upon age, gender, race, color, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law;

4. "Retaliation";

5. breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement; or

6. violation of the Family and Medical Leave Act.

"Employment practices wrongful act" also means the following, but only when alleged in addition to or as part of any "employment practices wrongful act" described above:

a. employment-related wrongful infliction of mental anguish or emotional distress;

b. failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;

c. negligent retention, supervision, hiring or training;

d. employment-related invasion of privacy, defamation, or misrepresentation; or

e. an "employee data privacy wrongful act".

M. "ERISA" means the Employee Retirement Income Security Act of 1974.

N. "Extradition costs" means reasonable and necessary fees and expenses directly resulting from a "claim" in which an "insured person" lawfully opposes, challenges, resists or defends against any request for the extradition of such "insured person" from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such "insured person".

O. "Financial insolvency" means the status of an "insured entity" as a result of:

1. the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such "insured entity"; or

2. such "insured entity" becoming a "debtor in possession".

P. "Independent contractor" means any natural person working in the capacity of an independent contractor pursuant to an "independent contractor agreement".

Q. "Independent contractor agreement" means any express contract or agreement between an "independent contractor" and an "insured entity" specifying the terms of the "insured entity's" engagement of such **"**independent contractor".

R. "Insured entity" means:

1. the "named insured"; or

2. any "subsidiary".

"Insured entity" shall include any such entity as a "debtor in possession".

"Insured entity" shall also include any such entity in its capacity as a general partner of a "controlled partnership".

S. "Insured person" means any:

1. "Employee";

2. "Manager"; or

3. regarding the Employment Practices Liability Insuring Agreement, an "independent contractor" provided that within 30 days of an "employment practices claim" having been made against such "independent contractor" that the "insured entity" agrees in writing to indemnify such "independent contractor" for any "loss" arising out of such "claim".

T. "Insureds" means any:

1. "Insured entity"; or

2. "Insured person".

U. "Interrelated wrongful acts" means "wrongful acts" that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes.

V. "Loss" means "claim expenses" and "damages"**.**

W. "Manager" means any natural person who was, is or shall become a(n):

1. duly elected or appointed director, advisory director, board observer, advisory board member, officer, member of the board of managers or management committee member of an "insured entity"**;**

2. "Employee" in his/her capacity as legal counsel to an "insured entity"; or

3. executive of an "insured entity" created outside the United States to the extent that such executive holds a position equivalent to those described in **1**. or **2**. above.

X. "Named insured" means the individuals, partnerships or corporations designated in the Declarations.

Y. "Notice manager" means the natural persons in the offices of the chief executive officer, chief financial officer, general counsel, risk manager, human resources manager or any equivalent position to the foregoing, of an "Insured Entity".

Z. "Policy period" means the period from the Effective Date to the Expiration Date set forth in the Declarations or any earlier cancellation date.

AA. "Private employment information" means any information regarding an "employee" or applicant for employment with the "insured entity", which is collected or stored by an "insured" for the purposes of establishing, maintaining or terminating an employment relationship.

BB. "Retaliation" means adverse treatment of an "employee" or "independent contractor" based upon such person:

1. exercising any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, "ERISA", or the Americans with Disabilities Act;

2. refusing to violate any law;

3. assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any "insured";

4. disclosing or threatening to disclose alleged violations of law to a superior or to any governmental agency; or

5. filing any *whistle blower* claim against any "insured" under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar law.

CC. "Stock benefits" means any offering, plan or agreement between an "insured entity" and any "employee" that grants stock, stock options or stock appreciation rights in the "insured entity" to such person, including, without limitation, restricted stock or any other stock grant. "Stock benefits" shall not include employee stock ownership plans or employee stock purchase plans.

DD. "Subsidiary" means any:

1. corporation in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;

2. limited liability company in which and so long as the "named insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managing members;

3. a "controlled partnership";

4. corporation operated as a joint venture in which and so long as the "named insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "named insured" solely controls the management and operation of such corporation; or

5. foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the "named insured" or any "subsidiary" as defined in **1.** through **4.** above.

EE. "Wage and hour violation" means any actual or alleged violation of the duties and responsibilities that are imposed upon an "insured" by any federal, state or local law or regulation anywhere in the world, including but not limited to the Fair Labor Standards Act or any similar law (except the Equal Pay Act), which govern wage, hour and payroll practices. Such practices include but are not limited to:

1. the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;

2. the calculation and payments of benefits;

3. the classification of any person or organization for wage and hour purposes;

4. reimbursing business expenses;

5. the use of child labor; or

6. garnishments, withholdings and other deductions from wages.

FF. "Wrongful act" means any actual or alleged "employment practices wrongful act".

SECTION III - EXCLUSIONS

A. We shall not pay "Loss":

1. for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of "loss" that directly results from mental anguish or emotional distress when alleged in connection with an otherwise covered "employment practices wrongful act";

2. for any actual or alleged "wrongful act" by "insured persons" of any "subsidiary" in their capacities as such, or by any "subsidiary", if such "wrongful act" actually or allegedly occurred when such entity was not a "subsidiary";

3. in connection with any "claim" based upon, arising from, or in any way related to any:

a. prior or pending demand, suit, or proceeding against any "insured" as of, or

b. audit initiated by the United States Office of Federal Contract Compliance Programs before,

the effective date of the first Employment Practices Liability Coverage Part issued and continuously renewed by us, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;

4. in connection with any "claim" based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the Effective Date in the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures "wrongful acts" covered under this Coverage Part;

5. in connection with any "claim" based upon, arising from, or in any way related to the liability of others assumed by an "insured" under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have been incurred in the absence of such contract or agreement;

6. for breach of any "independent contractor agreement"; or

7. for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;

2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or

3. any "wage and hour Violation"

Provided, however, that this exclusion **B.** shall not apply to that portion of "loss" that represents a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation".

C. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided, however, that this exclusion shall not apply to liability that would have been incurred in the absence of such contract nor shall it apply to the portion of "loss" representing "claim expenses" incurred to defend against such liability.

SECTION IV - DISCOVERY CLAUSE

If, during the "policy period", the "insureds" become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim", and, if written notice of such "wrongful act" is given to us during the "policy period", including the reasons for anticipating such a "claim", the nature and date of the "wrongful act", the identity of the "insureds" allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the "insureds" first became aware of the "wrongful act", then any "claim" subsequently arising from such "wrongful act" shall be deemed to be a "claim" first made during the "policy period" on the date that we receive the above notice.

SECTION V - EXTENDED REPORTING PERIOD

Subject to provisions **A.** through **G.** below, if this Coverage Part is canceled or non-renewed other than for non-payment of premium, you shall have the right to purchase an extended period to report "claims" under this Coverage Part for any "claim" first made during the period of time set forth in the Supplemental Extended Reporting Period Endorsement, and following the effective date of such cancellation or nonrenewal and reported in writing during such period or within sixty (60) days thereafter, but only with respect to any "wrongful act" which takes place prior to the effective date of such cancellation or nonrenewal.

A. The Extended Reporting Period shall be effective only upon the payment of an additional premium. The additional premium will be 200% of the annual advance premium for this coverage. At the commencement of the Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.

B. The quotation of a different premium or deductible or limit of liability for renewal is not a cancellation or refusal to renew for the purposes of this provision.

C. You shall have no right to purchase the Extended Reporting Period, unless you have satisfied all conditions of the Coverage Part and all premiums and deductibles outstanding have been paid.

D. Your right to purchase the Extended Reporting Period shall terminate unless written notice together with full payment of the premium for the Extended Reporting Period is given to us no later than sixty (60) days following the effective date of cancellation or nonrenewal.

E. The fact that the period of time to report "claims" is extended by virtue of the Extended Reporting Period shall not increase or reinstate the Limit of Liability stated in the Declarations.

F. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "wrongful acts" that occur before the end of the "policy period".

"Claims" for such injury which are first received within sixty (60) days after the "policy period", or during the Extended Reporting Period if in effect, will be deemed to have been made on the last date of the "policy period".

G. Once in effect, Extended Reporting Periods may not be canceled by us.

SECTION VI -COVERAGE TERRITORY

Coverage under this Coverage Part applies worldwide, provided that the "claim" is made and any legal action is pursued within the Unites States, its territories, possessions or commonwealths, or Canada.

SECTION VII - LIMITS OF LIABILITY AND DEDUCTIBLE

A. The maximum we will pay for each "claim" under this Coverage Part is the Each Claim Limit of Liability stated in the Declarations, subject to the Annual Aggregate Limit of Liability stated in the Declarations.

The maximum we will pay for all "claims" under this Coverage Part is the Annual Aggregate Limit of Liability stated in the Declarations, regardless of the number of "claims".

If the applicable Limit of Liability for this Coverage Part is exhausted, the premium for this Coverage Part shall be deemed fully earned. "Claim expenses" shall be part of, and not in addition to, the Limits of Liability. Payment of "claim expenses" by us shall reduce each Limit of Liability.

B. We shall pay "loss" in excess of the Deductible applicable to each "claim" as specified on the Declarations.

C. All Deductibles shall be borne by the "insureds" at their own risk; they shall not be insured.

D. The Deductible shall apply to "claim expenses" covered hereunder. If, any "claim expenses" are incurred by us prior to the "insured's" complete payment of the Deductible, then the "insureds" shall reimburse us therefor upon our request**.**

E. No Deductible shall apply to "loss" incurred by any "insured person" that an "insured entity" is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of "financial insolvency".

F. If an "insured entity" is permitted or required by common or statutory law to indemnify an "insured person" for any "loss"**,** or to advance "claim expenses" on their behalf, and does not do so other than because of "financial insolvency", then such "insured entity" and the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the Deductible that would have applied if such indemnification had been made.

G. If a "subsidiary" is unable to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, because of "financial insolvency", then the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the applicable Deductible that would have applied if such indemnification had been made.

The Limit of Liability for this Coverage Part applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

SECTION VIII - DUTIES IN THE EVENT OF CLAIM; DEFENSE AND SETTLEMENT

A. We shall have the right and duty to defend "claims" covered under this Coverage Part, even if such "claim" is groundless, false or fraudulent, provided that:

1. the "insureds" give notice to us in accordance with the applicable notice provisions; and

2. such "claim" does not involve allegations, in whole or in part, of a "wage and hour violation".

For any "claim" involving allegations, in whole or in part, of a "wage and hour violation", it shall be the duty of the "insureds", and not our duty, to defend such "claim".

B. If we have the duty to defend a "claim", our duty to defend such "claim" shall cease upon exhaustion of any applicable Limit of Liability.

C. The "insureds" shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any "claim expenses" regarding any "claim" without our prior written consent, such consent not to be unreasonably withheld. We shall not be liable for any admission, assumption, settlement offer or agreement, stipulation, or "claim expenses" to which we have not consented.

D. We shall have the right to associate ourself in the defense and settlement of any "claim" that appears reasonably likely to involve this Coverage Part. We may make any investigation we deem appropriate in connection with any "claim". We may, with the written consent of the "insureds", settle any "claim" for a monetary amount that we deem reasonable.

E. The "insureds" shall give to us all information and cooperation as we may reasonably request. However, if we are, in our sole discretion, able to determine coverage for cooperating "insureds", the failure of one "insured person" to cooperate with us shall not impact coverage provided to cooperating "insureds".

F. With respect to a covered "claim" for which we do not have the duty to defend, we shall advance "claim expenses" in accordance with Section VIII **I.** that we believe to be covered under this Coverage Part until a different allocation is negotiated, arbitrated or judicially determined.

G. Required Notice to Us

As a condition precedent to coverage under this Coverage Part, the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

1. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or

2. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, however, that if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

However, with regard to any "employment practices claim" which is brought as a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document, as a condition precedent to coverage under this Coverage Part the

"insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

3. if this Coverage Part is renewed, no more than 180 days after a "notice manager" becomes aware of such "claim"; or

4. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or

5. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

H. Subrogation

1. We shall be subrogated to all of the "insureds'" rights of recovery regarding any payment of "loss" by us under this Coverage Part. The "insureds" shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable us to effectively bring suit in the name of the "insureds". The "insureds" shall do nothing to prejudice our position or any potential or actual rights of recovery.

2. We shall not exercise our rights of subrogation against an "insured person" under this Coverage Part unless such "insured person" has:

a. obtained any personal profit, remuneration or advantage to which such "insured person" was not legally entitled, or

b. committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

if a judgment or other final adjudication establishes such personal profit, remuneration, advantage, act, omission, or violation.

I. Allocation

Where "insureds" who are afforded coverage for a "claim" incur an amount consisting of both "loss" that is covered by this Coverage Part and also loss that is not covered by this Coverage Part, because such "claim" includes both covered and uncovered matters, then coverage shall apply as follows:

1. with respect to a covered "claim" for which we have the duty to defend:

a. 100% of the "insured's" "claim expenses" shall be allocated to covered "loss"; and

b. All other "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.

2. with respect to a covered "claim" for which we do not have the duty to defend, all "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.

SECTION IX - CONDITIONS

A. Coverage Part Priority; Headings

If any provision in this Coverage Part is inconsistent or in conflict with the terms and conditions of any provisions in this Policy, the terms and conditions of this Coverage Part shall control only for purposes of determining coverage hereunder. The headings of the various sections of this Coverage Part are intended for reference only and shall not be part of the terms and conditions of coverage.

B. Notice Addresses

1. All notices to the "insureds" shall be sent to the first "named insured" at the address specified in the Declarations.

2. All notices to us shall be sent to the address specified in the Declarations. Any such notice shall be effective upon receipt by us at such address.

C. Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or "domestic partner" of an "insured person" for a "claim" made against such spouse or "domestic partner", provided that:

1. such "claim" arises solely out of:

a. such person's status as the spouse or "domestic partner" of an "insured person"; or

b. such spouse or "domestic partner's" ownership of property sought as recovery for a "wrongful act";

2. the "insured person" is named in such "claim" together with the spouse or "domestic partner"; and

3. coverage of the spouse or "domestic partner" shall be on the same terms and conditions, including any applicable

Deductible , that applies to coverage of the "insured person" for such "claim".

No coverage shall apply to any "claim" for a "wrongful act" of such spouse or "domestic partner".

D. Estates and Legal Representatives

In the event of the death, incapacity or bankruptcy of an **"**insured person", any "claim" made against the estate, heirs, legal representatives or assigns of such "insured person" for a "wrongful act" of such "insured person" shall be deemed to be a "claim" made against such "insured person". No coverage shall apply to any "claim" for a "wrongful act" of such estate, heirs, legal representatives or assigns.

E. Minimum Standards

In the event that there is an inconsistency between:

1. the terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Coverage Part), and

2. any other term or condition of this Coverage Part,

it is understood and agreed that, where permitted by law, we shall apply those terms and conditions of **1.** or **2.** above that are more favorable to the "insured"**.**

F. Other Insurance

1. The coverage provided under this Coverage Part for any "employment practices claim" shall be primary.

2. Notwithstanding the above, the coverage provided under this Coverage Part for any "employment practices claim" made against a temporary, leased or loaned "employee" or an "independent contractor" shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such "claim", whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy Number.

G. Interrelationship of Claims

All "claims" based upon, arising from or in any way related to the same "wrongful act" or "interrelated wrongful acts" shall be deemed to be a single "claim" for all purposes under this Coverage Part first made on the earliest date that:

1. any of such "claims" was first made, regardless of whether such date is before or during the "policy period";

2. notice of any "wrongful act" described above was given to us under this Coverage Part pursuant to Sections IV or VIII; or

3. notice of any "wrongful act" described above was given under any prior insurance policy.

H. Deductible Waiver

Regarding a "claim" that is a class action civil proceeding, no Deductible shall apply to "claim expenses" incurred in connection with such "claim", and we shall reimburse the "insureds" for any covered "claim expenses" paid by the "insureds" within the Deductible otherwise applicable to such "claim", if a:

1. final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or

2. complete and final settlement with prejudice;

establishes that none of the "insureds" in such "claim" are liable for any "loss".

I. Application

1. The "insureds" represent that the Declarations and statements contained in the "application" are true, accurate and complete. This Coverage Part is issued in reliance upon the "application".

2. If the "application" contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by us no coverage shall be afforded under this Coverage Part for any "insureds" who knew on the Effective Date of this Coverage Part of the facts that were so misrepresented, provided that:

a. knowledge possessed by any "insured person" shall not be imputed to any other "insured person"; and

b. knowledge possessed by any of your chief executive officer, general counsel, chief financial officer, human resources director or any position equivalent to the foregoing of the "named insured", or anyone signing the "application", shall be imputed to all "insured entities". No other person's knowledge shall be imputed to an "insured entity".

J. Changes in Exposure

1. Acquisitions or Created Subsidiaries

If, before or during the "policy period", any "insured entity" acquires or creates a "subsidiary", then such acquired or created entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part**,**, but only for "wrongful acts" occurring after such acquisition or creation. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such acquisition or creation, or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any such acquired or created entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such acquisition or creation, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the acquisition or creation as soon as practicable (but, in all cases, within ninety (90) days of such acquisition or creation). There shall be no coverage under any renewal or replacement of this Coverage Part for any such new "subsidiary" and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

2. Mergers

If, before or during the "policy period", any "insured entity" merges with another entity such that the "insured entity" is the surviving entity, then such merged entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such merger. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such merger or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any newly merged entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such merger, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the merger as soon as practicable (but, in all cases, within ninety (90) days of such merger). There shall be no coverage under any renewal or replacement of this Coverage Part for any newly merged entity or any of its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

3. Takeover of Named Insured

If, before or during the "policy period":

a. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or

b. more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled and the entire premium for this Coverage Part shall be deemed fully earned. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

4. Loss of Subsidiary Status

If, before or during the "policy period", any entity ceases to be a "subsidiary", then coverage shall be available under this Coverage Part for such "subsidiary" and its "insured persons", but only for a "wrongful act" of such "insureds" occurring before such transaction. No coverage shall be available for any "wrongful act" of such "insureds" occurring after such transaction.

K. References To Laws

1. Wherever this Coverage Part mentions any law, including, without limitation, any statute, Act or Code of the United States,

such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.

2. Wherever this Coverage Part mentions any law or laws, including, without limitation, any statute, Act or Code of the United States, and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

L. Action Against Us

1. No action shall be taken against us unless there shall have been full compliance with all the terms and conditions of this Coverage Part.

2. No person or organization shall have any right under this Coverage Part to join us as a party to any "claim" against the "insureds" nor shall we be impleaded by the "insureds" in any such "claim".

M. Entire Agreement

This Coverage Part, the "application" and any written endorsements attached hereto, along with the Declarations constitute the entire agreement between you and us relating to this Coverage Part's insurance.

N. Bankruptcy or Insolvency

Bankruptcy or insolvency of any "insureds" shall not relieve us of any of our obligations under this Coverage Part.

O. Authorization of First Named Insured

The first "named insured" shall act on behalf of all "Insureds" with respect to all matters under this Coverage Part, including, without limitation, giving and receiving of notices regarding "claims", cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Coverage Part.

P. When We Do Not Renew

1. If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

2. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Any state amendatory endorsement changing Nonrenewal Conditions for any part of this policy shall also apply to this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIRD PARTY LIABILITY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. **SECTION I** - **INSURING AGREEMENT** of this Coverage Part is amended to include the following:

Third Party Liability

We shall pay "loss" on behalf of the "insureds" resulting from a "third party claim" first made against the "insureds" during the "policy period" or the Extended Reporting Period, if applicable, for a "third party wrongful act" by the "insureds."

II. **SECTION II** - **DEFINITIONS** of this Coverage Part is amended in the following manner:

A. The definition of "claim" is amended to include the following:

"Claim" also means any "third party claim."

B. The definition of "wrongful act" is amended to include the following:

"Wrongful act" also means any actual or alleged "third party wrongful act".

C. The following definitions are added:

"Third party" means any natural person who is a customer, vendor, service provider or other business invitee of an "insured entity". "Third party" shall not include "employees".

"Third party claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;

2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or

3. formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

by or on behalf of a "third party".

"Third party claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "third party claim" as described above. Such "claim" shall be commenced by the receipt of such request.

"Third party wrongful act" means:

1. discrimination against a "third party" based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state or local law; or

2. sexual harassment or other harassment of a "third party", including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature.

III. The following exclusion is added to **SECTION III - EXCLUSIONS:**

We shall not pay "loss" in connection with any "third party claim" based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

All other terms and conditions of this Coverage Part remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

RETROACTIVE DATE ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. **SECTION I - INSURING AGREEMENT** of this Coverage Part is amended to include the following:

This Coverage Part applies only to "claims" for "wrongful acts" that occurred on or after the "retroactive date" set forth in the Declarations and before the end of the "policy period", regardless of whether such "claim" is made during the "policy period" or the Extended Reporting Period, if applicable.

II. The following definition is added to **SECTION II** - **DEFINITIONS** of this Coverage Part:

"Retroactive date" means the date specified in the Declarations. If no date is specified, the "retroactive date" will be the same as the Effective Date of this Coverage Part.

All other terms and conditions of this Coverage Part remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. SECTION II - DEFINITIONS

1. Item **A,** The definition of "application" is deleted and replaced with the following:

A. "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. Such "application" shall be deemed a part of this Coverage Part and attached hereto. In addition, "application" includes any representation or other statement provided to us within the past three years in connection with any policy or coverage part of which this Coverage Part is a renewal or replacement.

2. Item **F**, the definition of "damages" is amended to include the following:

This Policy does not provide coverage for punitive or exemplary damages in the State of Florida; however, "loss" shall also include:

i. vicarious liability for punitive or exemplary damages incurred by the "insured", but only to the extent that this Policy is construed by a court of competent jurisdiction, or an arbitration panel, pursuant to Florida law; or punitive or exemplary damages, but only to the extent (i) such damages are insurable under the law of any jurisdiction other than Florida that has a substantial relationship to the "insured", the "claim", us, or this Policy and is most favorable to the insurability of such damages, and (ii) that this Policy is construed by a court of competent jurisdiction, or an arbitration panel, pursuant to the laws of any jurisdiction other than Florida.

3. Item **H**., the definition of "domestic partner" is deleted. All appearances of the term "domestic partner" throughout this Coverage Part are also deemed deleted.

II. SECTION V - EXTENDED REPORTING PERIOD, Item **A**, is deleted and replaced with the following:

A. The Extended Reporting Period shall be effective only upon the payment of an additional premium. The additional premium will be a percentage of the annual advance premium for this coverage. At the commencement of the Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.

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U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

GREAT AMERICAN INSURANCE GROUP

301 E. Fourth Street, Cincinnati, OH 45202

ExecPro sm
DECLARATIONS
for
Nonprofit Solution Insurance Policy

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

☒ Great American Insurance Company

Policy Number: EPP4565892 Policy Form Number: D16100

Item 1. Name of **Organization**: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Mailing Address: 6701 SOUTHWEST 58TH PLACE

City, State, Zip Code: MIAMI, FL 33143

Attn: EXECUTIVE DIRECTOR

Item 2. **Policy Period**: From 06/12/2020 *(Month, Day, Year)* To 06/12/2021 *(Month, Day, Year)*
(Both dates at 12:01 a.m. Standard Time at the address of the **Organization** as stated in Item 1)

Item 3. Aggregate Limit(s) of Liability for each **Policy Year**:

(a) $ 1,000,000 for all **Claims** other than C**laims** for **Employment Practices Wrongful Acts**.
(b) $ 10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).

(c) $ 1,000,000 for all **Claims** for **Employment Practices Wrongful Act**s. This limit is:
☒ part of and not in addition to the Limit of Liability provided for in 3(a).
☐ separate from and in addition to the Limit of Liability provided for in 3(a).
(d) $150,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Item 4. Retentions:

Insuring Agreement A:	$ 0	Each **Claim**
Insuring Agreements B and/or C:	$ 2,500	Each **Claim**

Item 5. Premium:
$ 2,533

Item 6. Endorsements Attached:
D16523 D16527 D16540 D16548 D16712 (13) DTCOV IL7324

Item 7. Notices: All notices required to be given to the **Insurer** under this Policy shall be addressed to:
Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666

Item 8. Prior & Pending Litigation Date: 06/12/2006

These Declarations along with the completed and signed Proposal Form and Nonprofit Solution Insurance Policy, shall constitute the contract between the **Insureds** and the **Insurer**.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

GREAT AMERICAN INSURANCE GROUP

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Nonprofit Solution

PEER REVIEW, CREDENTIALING, ACCREDITATION AND DISCIPLINARY EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

any process, function or activity involving:

1) peer review; or

2) credentials certification, designation, license, award, rating or similar judgment; or

3) accreditation; or

4) discipline;

provided, however, that this exclusion shall not apply to any **Claim** brought by or on behalf of any past, present or prospective **Insured Person** for an **Employment Practices Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policy Period: 6/12/2020 to 6/12/2021

Policy Number: EPP4565892

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 6/12/2020

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GENERAL ERRORS AND OMISSIONS EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

any **Insured's** performance of or failure to perform services for others, and caused by any act, error or omission related thereto.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policy Period: 6/12/2020 to 6/12/2021

Policy Number: EPP4565892

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 6/12/2020

GREAT AMERICAN INSURANCE GROUP

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NEGLIGENT HIRING, SUPERVISION AND RETENTION EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

(1) Negligent hiring;

(2) Negligent retention; or

(3) Negligent supervision

provided, however, that this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policy Period: 6/12/2020 to 6/12/2021

Policy Number: EPP4565892

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 6/12/2020

GREAT AMERICAN INSURANCE GROUP

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SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

It is understood and agreed that the following changes are made to the Policy:

1. Section III. is amended by the addition of the following:

   "**TCPA Wrongful Act**" shall mean any actual or alleged violation(s) of any federal, state or local laws or regulations pertaining to unsolicited or non-consensual communication, advertising or fundraising, through faxes, telephone calls, texting or any other medium, including, but not limited to the Telephone Consumer Protection Act;

   "**Statutory Damages**" shall mean any amounts imposed upon an **Insured** pursuant to the Telephone Consumer Protection Act of 1991 or any similar state or local law as such amounts relate to a **TCPA Wrongful Act**.

2. Section III.I.(1) is amended by the addition of the following:

   This section shall also not apply to **Statutory Damages**.

3. Section III.L. is amended by the addition of the following:

   Personal Injury Wrongful Act shall not include any **TCPA Wrongful Act**;

4. Section III.R. is amended by the addition of the following:

   Wrongful Act shall also mean **TCPA Wrongful Act**;

5. Section IV.D. is amended by the addition of the following:

   Part (3) of this exclusion shall also not apply to any **TCPA Wrongful Act**;

6. Section V. is amended by the addition of the following:

Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policy Period: 6/12/2020 to 6/12/2021 Policy Number: EPP4565892

Countersigned by: _____ Endorsement Effective Date: 6/12/2020
Authorized Representative

SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

The **Insurer's** maximum aggregate liability for all **Loss** in connection with **Claims** made against any **Insured** for a **TCPA Wrongful Act** shall be $ 100,000 for each **Policy Year**, which amount is part of, and not in addition to, the maximum Limit of Liability shown in Item 3.(a) of the Declarations regardless of the number of **Claims** during such **Policy Year**.

In the event a **Claim** involves a **TCPA Wrongful Act** and a **Personal Injury Wrongful Act**, such **Claim** shall be considered a **Claim** for a **TCPA Wrongful Act** and shall be subject to the TCPA Sublimit of Liability.

7. Section V.C. is amended by the addition of the following:

With respect to any **Claim** for a **TCPA Wrongful Act**, **Costs of Defense** incurred either by the **Insurer** or the **Insured** shall be considered **Loss** and, therefore, subject to the TCPA Sublimit of Liability and the Retention.

8. Item 3. of the Declarations is amended by the addition of the following:

$ 100,000 TCPA Sublimit of Liability for **Claims** for any **TCPA Wrongful Act** for each **Policy Year**.

9. Item 4. of the Declarations is amended by the addition of the following:

$ 1,000 Retention applicable to Insuring Agreements I.B. and I.C. for any **Claim** for **TCPA Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

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GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

It is understood and agreed that the following changes are made to the Policy:

AMENDMENT TO LIMIT OF LIABILITY

Additional A-Side Limit of Liability

It is understood and agreed that Section V. is amended by the addition of the following:

Notwithstanding anything in this Policy to the contrary, the Policy provides an Additional Limit of Liability dedicated for directors, trustees, officers, regents, governors and members of the Board of Managers. This Additional Limit of Liability shall be $ 250,000 , which amount is in addition to, and not part of, the aggregate Limit of Liability as set forth in Item 3. of the Declarations.

This Additional Limit of Liability is available solely for **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy, and:

(1) Any **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy shall first be paid under the aggregate Limit of Liability as set forth in Item 3. of the Declarations, and such Limit of Liability must be completely exhausted by payment of **Loss** under Section I.A., I.B., and/or I.C. of this Policy before **Loss** shall be paid under the dedicated Additional Limit of Liability, and

(2) The dedicated Additional Limit of Liability shall be excess of any insurance available that is specifically excess of this Policy, and such excess insurance must be completely exhausted by payment of **Loss** thereunder before the **Insurer** shall have any obligations to make payment on account of the dedicated Additional Limit of Liability

Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policy Period: 6/12/2020 to 6/12/2021

Policy Number: EPP4565892

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 6/12/2020

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

TERRORISM TRAVEL REIMBURSEMENT FUNDS

1. Section III. is amended by the addition of the following:

   "**Certified Act of Terrorism**" shall mean an act that is certified by the Secretary of the Treasury in accordance with the provisions of the Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act.

   "**Emergency Travel Expenses**" shall mean hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight (48) hours of a **Certified Act of Terrorism**, and the increased amount incurred in air or train fare which may result from rescheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**.

2. Section VIII. is amended by the addition of the following:

   Terrorism Travel Reimbursement Fund

   In the event any current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period**, the **Insurer** shall reimburse the **Emergency Travel Expenses**. This coverage extension shall be subject to the Terrorism Travel Reimbursement Fund Limit of Liability stated below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

   $ 50,000 Aggregate Terrorism Travel Reimbursement Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. Provided the current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period** and provides written evidence of such amounts, the **Insurer** shall promptly reimburse such individual within thirty (30) days. Such notice and written evidence shall be provided to the **Insurer** by e-mailing the **Insurer** at: eldclaims@gaig.com.

WORKPLACE VIOLENCE COUNSELING FUND

1. Section III. is amended by the addition of the following:

   "**Workplace Violence Act**" shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm to others occurring at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

2. Section VIII. is amended by the addition of the following:

Workplace Violence Counseling Fund

In the event that a **Workplace Violence Act** occurs during the **Policy Period** and the **Organization** advises the **Insurer** of such **Workplace Violence Act**, the **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred for the emotional counseling of **Insured Persons**. This coverage extension is subject to the Workplace Violence Counseling Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

$ 50,000 Aggregate Workplace Violence Counseling Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Workplace Violence Act** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

INCIDENT CRISIS FUND

1. Section III. is amended by the addition of the following:

"**Crisis**" shall mean the public announcement that an **Incident** occurred at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

"**Incident**" shall mean an accident or other event resulting in the death or **Serious Bodily Injury** to three or more persons.

"**Serious Bodily Injury**" shall mean an injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

2. Section VIII. is amended by the addition of the following:

Incident Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from a **Crisis** during the **Policy Period**. This coverage extension is subject to the Incident Crisis Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

3. Item 3. of the Declarations is amended by the addition of the following:

   $ 50,000 Aggregate Incident Crisis Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Crisis** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

AMENDMENT TO PERSONAL PROFIT EXCLUSION

Section IV.A. is deleted and replaced with the following:

A. brought about or contributed to by:

(1) any **Insureds** gaining any personal profit, financial advantage or remuneration to which they were not legally entitled; or

(2) the deliberately fraudulent or criminal acts of any **Insureds**;

provided, however, this exclusion shall not apply unless and until there is a final non-appealable adjudication as to such conduct in the underlying proceeding. This exclusion shall not apply to coverage provided under Insuring Agreement I.B.;

AMENDMENT TO OTHER INSURANCE EXCLUSION

Section IV.B. is amended by the addition of the following:

If this Policy includes coverage for any **Claim** for **Employment Practices Wrongful Acts**, such coverage shall be deemed primary over any similar coverage maintained either by the **Organization** or any **Subsidiary**.

AMENDMENT TO INSURED vs. INSURED EXCLUSION

Section IV.H. is deleted and replaced with the following:

H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim**, if such **Claim**:

(1) is for an **Employment Practices Wrongful Act** brought by an **Insured Person**;

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

(2) is brought by the receiver, conservator, creditors' committee, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;

(3) is brought or maintained derivatively, including any **Claim** brought or maintained under any federal, state, local or foreign whistleblower law or whistleblower provision of any law if the individual bringing such **Claim** is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**;

(4) is brought by any former director, officer, trustee, regent, or governor of the **Organization** or any **Subsidiary** who has not served in that capacity with the **Organization** or any **Subsidiary** for at least two (2) years prior to the commencement of such **Claim**, and is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**.

COSTS OF DEFENSE SUBLIMIT FOR BREACH OF EMPLOYMENT AGREEMENT CLAIMS

It is understood and agreed that the Policy is amended as follows:

1. Section IV.I. is deleted and replaced with the following:

I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, provided, however, this exclusion shall not apply to:

(1) employment-related obligations which would have attached absent such contract or agreement; or

(2) **Costs of Defense** if such **Claim** is for any actual or alleged breach of an employment agreement and such coverage for **Costs of Defense** shall be subject to the Sublimit stated below.

2. Item 3. of the Declarations is amended by the addition of the following:

$ 100,000 Sublimit for **Costs of Defense** for **Claims** for Breach of an Employment Agreement. This Sublimit is part of and not in addition to the Limit of Liability set forth in Item 3. of the Declarations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

AMENDMENT TO COSTS OF DEFENSE AND SETTLEMENTS

Section VI.B. is deleted and replaced with the following:

B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and eighty percent (80 %) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

100% COSTS OF DEFENSE ALLOCATION

Section VI. is amended by the addition of the following:

C. If a **Claim** made against any **Insured** includes both covered and uncovered matters, the **Insureds** and the **Insurer** recognize that there must be an allocation between insured **Loss** and uninsured loss, therefore, the **Insureds** and the **Insurer** shall allocate such amount as follows:

1. with respect to **Costs of Defense**, one hundred percent (100%) of all **Costs of Defense** which must otherwise be allocated as described above shall be allocated to the insured **Loss**; and

2. with respect to **Loss** other than **Costs of Defense**, the **Insurer** and the **Insureds** shall use their best efforts to agree upon a fair and proper allocation of such amounts between insured **Loss** and uninsured loss.

AMENDMENT TO SUBROGATION

Section IX.H. is deleted and replaced with the following:

H. In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless the exclusion set forth in Section IV.A. of the Policy applies to such **Insured Person**.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

INCONSISTENCY COVERAGE

Section IX. is amended by the addition of the following:

Inconsistency Coverage

In the event of an inconsistency between this endorsement, or a state amendatory endorsement, and any other endorsement attached to this Policy, the **Insurer**, as permitted by law, shall apply those terms and conditions which are more favorable to the **Insureds**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

GREAT AMERICAN INSURANCE GROUP

TERRORISM COVERAGE ENDORSEMENT
CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. the act resulted in insured losses in excess of $5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year in the aggregate and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rate allocation in accordance with procedures established by the Secretary of the Treasury.

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: $ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policy Period: 6/12/2020 to 6/12/2021

Policy Number: EPP4565892

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 6/12/2020

GREAT AMERICAN INSURANCE GROUP

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policy Period: 6/12/2020 to 6/12/2021

Policy Number: EPP4565892

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 6/12/2020

GREAT AMERICAN
INSURANCE GROUP

POLICYHOLDER DISCLOSURE
OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share percentage is dependent upon the calendar year and is shown in the Table below.

Year	Federal Share
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020	80%

The Terrorism Risk Insurance Act, as amended in 2015, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

Employment Practices Risk Management Program

Your Great American ExecPro® Policy gives you access to the following Jackson Lewis Risk Management Program

Jackson Lewis "Hotline" Service

National law firm Jackson Lewis is available for complimentary, confidential telephone consultation on basic workplace employment topics via the toll-free number. Through this "hotline", you can obtain guidance with respect to best practices for:

- Preserving employment-at-will status
- Managing medical leaves of absence
- Developing an open-door problem resolution procedure
- Reporting and investigating allegation of harassment or discrimination
- Eligibility standards for overtime pay under the Fair Labor Standards Act and state laws
- Developing a program to post opportunities for transfers and promotions to avoid class action claims
- Other basic human resources issues

Reducing Workplace Claims Guide

Via the "hotline" number, you can request a copy of Jackson Lewis' *Reducing the Risk of Employment Practices Liability Claims Guide*. This guide contains general information about diverse workplace law issues such as:

- Legal basis for employment claims
- Considerations in setting company policies and procedures
- Hiring process and pre-employment testing
- Complying with the Family and Medical Leave Act
- Conducting effective discharge and discipline
- Addressing reports of harassment in the workplace
- Maintaining personal records
- Establishing a code of conduct to help prevent employee misconduct

Preventive Strategies Newsletter

Via the "hotline" number, you can subscribe to Jackson Lewis' complimentary national and regional e-bulletins, which provide regular analysis and commentary about legal, legislative and political developments that affect the law of the workplace.

Jackson Lewis Training Session

Educational seminars and management training about compliance with federal equal employment laws and other risk management services are offered by Jackson Lewis to policyholders at a special rate. For further details, please call the "hotline" number.

Special Rates

Jackson Lewis will offer special billing rates to ExecPro® policyholders to assist in developing preventive practices, preparing employee handbooks and training supervisors.

To access the Jackson Lewis "hotline" or if you have further questions about the program, please call this toll-free number.

1 (888) 544 8320

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Great American Insurance Group – Executive Liability Division
Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

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GREAT AMERICAN INSURANCE GROUP®
Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

THIS IS A CLAIMS MADE AND REPORTED POLICY. READ IT CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the company shown in the Declarations (a stock insurance company, hereinafter called the **Insurer**), including the statements made in the Proposal Form and subject to all terms, conditions and limitations of this Policy, the **Insured** and **Insurer** agree:

Section I. Insuring Agreements

A. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Insured Persons, Loss** and **Costs of Defense** resulting from such **Claim**, except for any **Loss** and **Costs of Defense** which the **Organization** or any **Subsidiary** actually pays as indemnification.

B. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary, Loss** and **Costs of Defense** resulting from such **Claim**, but only to the extent the **Organization** or any **Subsidiary** is required or permitted by law to indemnify the **Insured Persons**.

C. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against the **Organization** or any **Subsidiary** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary, Loss** and **Costs of Defense** resulting from such **Claim**.

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

Section II. Discovery Period

A. If this Policy is not renewed or is cancelled by the **Insurer**, for any reason other than non-payment of premium, then without any additional premium being required, the **Organization** shall receive an automatic ninety (90) day extension of the coverage granted by this Policy for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Automatic Discovery Period**. In addition, if prior to the end of the **Automatic Discovery Period**, the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Automatic Discovery Period** for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period.** This additional reporting period shall be referred to as the **Discovery Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

B. If this Policy is not renewed or is cancelled by the **Organization**, and if no later than sixty (60) days after the end of the **Policy Period** the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive a **Discovery Period** for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Policy Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

C. The fact that this Policy may be extended by virtue of the **Automatic Discovery Period** or **Discovery Period** shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the **Automatic Discovery Period** and the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.

Section III. Definitions

A. **"Claim"** shall mean:

(1) a written demand for monetary or non-monetary (including injunctive) relief made against any **Insured**;

(2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;

(3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document,

(4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document;

(5) any arbitration, mediation or similar alternative dispute resolution proceeding if any **Insured** is obligated to participate in such proceeding; or

(6) a written request to enter into an agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding.

In no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

B. "**Claimant**" shall mean:

(1) any past, present, and future **Insured Persons** or applicants for employment with the **Organization** or any **Subsidiary**;

(2) a government entity or agency, including but not limited to the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, when acting on behalf of or for the benefit of any individual in (1) above; or

(3) all persons who were, now are, or shall be independent contractors, but only to the extent such individuals perform work or services for or on behalf of the **Organization** or any **Subsidiary** and only to the extent such individuals are indemnified by the **Organization** or any **Subsidiary**.

C. **"Costs of Defense"** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation or defense of any **Claim**, including the costs of any appeal or appeal bond, attachment bond or similar bond (but without any obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include: (1) salaries, wages, overhead or benefit expenses associated with any **Insured Persons**, and (2) any amounts incurred in defense of any **Claim** which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.

D. **"Employed Lawyer Legal Services"** shall mean legal services provided by any **Insured Person** as an attorney, but only if such services are performed for the **Organization** or any **Subsidiary** and in the **Insured Person's** capacity with the **Organization** or any **Subsidiary**. **Employed Lawyer Legal Services** shall not include legal services rendered by any **Insured Person** for any third party.

E. "**Employment Practices Wrongful Act"** shall mean any of the following acts related to employment, but only if alleged by or on behalf of a **Claimant**:

(1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
(2) misrepresentation;
(3) violation of employment laws;
(4) sexual or workplace harassment;
(5) discrimination;
(6) wrongful failure to employ or promote;
(7) wrongful discipline;
(8) wrongful deprivation of career opportunity including a wrongful failure to hire or promote;
(9) failure to grant tenure;
(10) negligent employee evaluation;
(11) retaliation;
(12) failure to provide adequate workplace or employment policies or procedures;
(13) defamation (including libel and slander);
(14) invasion of privacy;
(15) wrongful demotion;
(16) negligent reassignment;
(17) violation of any federal, state or local civil rights laws;
(18) negligent hiring;
(19) negligent supervision;
(20) negligent training;
(21) negligent retention; or
(22) acts described in (1) through (21) above arising from the use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems.

F. **"Financial Insolvency"** shall mean the **Organization** becoming a Debtor in Possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Organization**.

G. **"Insured"** shall mean:

(1) the **Organization;**
(2) any **Subsidiary;**
(3) in the event of **Financial Insolvency**, the resulting Debtor in Possession (or foreign equivalent status), if any; and
(4) all **Insured Persons**.

H. **"Insured Persons"** shall mean all persons who were, now are, or shall be directors, trustees, officers, regents, governors, members of the Board of Managers, employees, leased employees, temporary or seasonal employees, interns, student teachers, substitute teachers, teaching assistants, volunteers or staff members of the **Organization** or any **Subsidiary**, including any executive board members and committee members whether salaried or not.

I. **"Loss"** shall mean settlements, judgments, pre-judgment and post-judgment interest, front and back pay, compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, and subject to the provisions of Section V and VI, **Costs of Defense** incurred by the **Insured**. **Loss** shall not include:

(1) criminal or civil fines or penalties imposed by law, or taxes (except for the 10% "excess benefit" tax assessed by the Internal Revenue Service against any **Insured Person** pursuant to 26 USC Section 4958 (a)(2));

(2) the value of tuition or scholarships, employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof; and

(3) any amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for compensatory, punitive, or exemplary damages or the multiple portion of any multiplied damage award.

J. **"Organization"** shall mean the entity named in Item 1 of the Declarations.

K. **"Outside Entity"** shall mean any not-for-profit corporation, community chest, fund or foundation that is not included in the definition of **Organization** or **Subsidiary** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any other entity organized for a religious or charitable purpose under any non-profit organization act or statute.

L. "**Personal Injury Wrongful Act"** shall mean any actual or alleged invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

M. **"Policy Year"** shall mean the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period. Any **Discovery Period** or **Automatic Discovery Period** shall be considered part of and not in addition to the last **Policy Year**.

N. **"Policy Period"** shall mean the period from the inception of this Policy to the expiration date stated in Item 2 of the Declarations or its earlier termination, if applicable.

O. **"Related Wrongful Acts"** shall mean **Wrongful Acts** which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

P. **"Subsidiary"** shall mean:

(1) any entity which qualifies as a not-for-profit organization under the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the **Organization** has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity as of the inception date of this Policy;

(2) any similar entity which was created or acquired by the **Organization** after the inception date of this Policy, if the entity's total assets do not exceed thirty-five percent (35%) of the total consolidated assets of the **Organization** as of the inception date of this Policy; or

(3) any other entity added as a **Subsidiary** by written endorsement to this Policy.

Coverage shall apply to a **Subsidiary** only for **Wrongful Acts** allegedly committed during the time such entity qualified as a **Subsidiary.**

Q. **"Third Party Wrongful Act"** shall mean:

(1) actual or alleged discrimination against a third party based upon such third party's race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status protected pursuant to any applicable federal, state, or local statutory law; or

(2) actual or alleged sexual harassment, including unwelcome sexual advances against, or requests for sexual favors of, a third party; or

(3) actual or alleged civil rights violations against a third party related to (1) or (2) above.

R. **"Wrongful Act"** shall mean:

(1) any of the following by the **Organization,** and/or any **Subsidiary**, and/or any **Insured Persons** acting in their capacity with the **Organization** or a **Subsidiary**:

(a) actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty;

(b) actual or alleged error or omission in the rendering of or the failure to render **Employed Lawyer Legal Services;**

(c) **Employment Practices Wrongful Act**;

(d) **Personal Injury Wrongful Act;** or

(e) **Third Party Wrongful Act**;

(2) any matter claimed against any **Insured Person** solely by reason of their status with the **Organization** or any **Subsidiary**; or

(3) any matter claimed against any **Insured Person** arising out of their service as directors, trustees, officers, regents, governors, or member of the Board of Managers of an **Outside Entity**, but only if such service is at the request of the **Organization** or any **Subsidiary**.

Section IV. Exclusions

This Policy does not apply to any **Claim** made against any **Insured**:

A. brought about or contributed to by: (1) any **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; or (2) the deliberate fraudulent or criminal acts of any **Insured**; however, this exclusion shall not apply unless it is finally adjudicated such conduct in fact occurred, nor shall it apply to coverage provided under Insuring Agreement I.B.;

B. to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise. It is further understood and agreed that coverage for all **Claims** for **Personal Injury Wrongful Acts** shall be specifically excess of any similar coverage provided by the **Organization's** General Liability Policy.

C. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

(1) any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement; or

(2) any civil, criminal, administrative or investigative proceeding involving any **Insured** pending as of or prior to the date stated in Item 8 of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;

D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act, Personal Injury Wrongful Act**, or **Third Party Wrongful Act**;

E. for any actual or alleged violation by any **Insured** of the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act or any rules or regulations promulgated under these acts or any similar provisions of any federal, state, local or foreign law, except a **Claim** alleging retaliation for the exercise of any rights under such laws;

F. for any **Wrongful Act** of any **Insured Persons** in their respective capacity as a director, officer, trustee, regent, governor, member of the Board of Managers, or equivalent position of an entity other than the **Organization**, any **Subsidiary**, or **Outside Entity**;

G. based upon, arising out of, relating to, directly or indirectly resulting from or inconsequence of, or in any way involving actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, provided, however, this exclusion shall not apply to coverage provided under Insuring Agreement I.A.;

H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim** brought by the receiver, conservator, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;

I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, except for employment related obligations which would have attached absent such contract or agreement;

J. other than **Costs of Defense**:

(1) for any obligation of the **Organization** or any **Subsidiary**, as a result of a **Claim**, seeking relief or redress in any form other than money damages, including but not limited to any obligations of the **Organization** or any **Subsidiary** to modify any building or property; or

(2) for any obligation of the **Organization** or any **Subsidiary** to pay compensation earned by any **Insured Person** in the course of employment, but not paid by the **Organization** or any **Subsidiary**, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days, provided, however, this exclusion shall not apply to front pay and back pay; or

(3) for any actual or alleged violation by any **Insured** of the Fair Labor Standards Act or any similar state or local law, provided, however, this shall not apply to the Equal Pay Act. **Costs of Defense** provided pursuant to this section, J.(3), shall be subject to the FLSA Defense Sublimit of Liability stated in Item 3(d) of the Declarations, if any;

K. for any obligations under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided, however this exclusion shall not apply to a **Claim** for an **Employment Practices Wrongful Act** involving retaliation with regard to benefits paid or payable;

L. for the performance of or failure to perform psychological, counseling, financial counseling/advisory, legal (except **Employed Lawyer Legal Services)**, arbitration, insurance or investment advisory services or referrals, if brought by or on behalf of any individual and/or entity for whom such services were, now are, or shall be performed;

M. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving infringement of any patent or misappropriation of trade secrets, provided, however, this exclusion shall not apply to copyright or trademark infringement;

With respect to this section of the Policy, no fact pertaining to or conduct by any **Insured Person** shall be imputed to any other **Insured Person**; and only facts pertaining to or conduct by any past, present, or future Executive Director, President, or Chairman of the **Organization** shall be imputed to the **Organization** or any **Subsidiary** to determine if coverage is available.

Section V. Limits of Liability and Retention

A. The **Insurer** shall be liable to pay one hundred percent (100%) of **Loss** in excess of the Retention stated in Item 4 of the Declarations. The **Insurer's** maximum Limit of Liability for the aggregate amount of **Loss** resulting from all **Claims** deemed to have been made in a **Policy Year** shall be shown in Item 3 of the Declarations.

B. One Retention shall apply to each and every **Claim**. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims**, constituting a single **Claim**, shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Act** was reported under this Policy or any other policy providing similar coverage.

C. **Costs of Defense** incurred by the **Insurer** shall be in addition to the Limit of Liability, and such **Costs of Defense** shall not be subject to the Retention amount. If **Costs of Defense** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defense** shall be considered **Loss** and thus subject to the Limit of Liability and Retention.

D. With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more of such **Claims,** the **Insurer's** duty to defend shall cease and any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished and the **Insurer** shall have no further obligations.

E. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, regardless of whether actual indemnification is granted. The certificate of incorporation, charter or other organizational document of the **Organization**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** to the **Insured Persons** to the fullest extent permitted by law.

Section VI. Costs of Defense and Settlements

A. The **Insureds** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insureds** shall provide the **Insurer** with full cooperation and all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the **Insurer's** consent shall not be covered hereunder.

B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

Section VII. Notice of Claim

A. The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President, Executive Director, Chief Financial Officer, General Counsel, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.

B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured.**

C. In addition to furnishing the notice as provided in Section VII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.

D. Notice to the **Insurer** as provided in Section VII A or B shall be emailed to **ELDClaims@gaig.com** or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666.**

Section VIII. Coverage Extensions

A. Spousal/Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or "Domestic Partner" of any **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**. The term "Domestic Partner" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

B. Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Insured Persons** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

C. Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives, or assigns of any **Insured Persons** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Persons**.

D. Donor Data Loss Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from donor information that is lost or stolen during the **Policy Period** and reported to the **Insurer** pursuant to the terms of this Policy, not to exceed the Donor Data Loss Crisis Fund Sublimit of Liability stated in Item 3(b) of the Declarations, if any. No Retention shall apply to this coverage extension.

Section IX. General Conditions

A. Cancellation or Non-Renewal

(1) This Policy may be cancelled by the **Organization** at any time by written notice to the **Insurer**. In the event the **Organization** cancels this Policy for reasons other than the downgrade of the **Insurer's** rating by A.M. Best, the **Insurer** shall retain the customary short rate portion of the premium. However, if the **Organization** cancels the Policy due to a downgrade of the **Insurer's** rating to below [A-] by A.M. Best, the **Insurer** shall refund any unearned premium on a pro rata basis. Payment of any unearned premium by the **Insurer** shall not be a condition precedent of the effectiveness of cancellation but such payment shall be made as soon as practicable.

(2) This Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Organization** with at least sixty (60) days advance notice thereof.

B. Proposal Form

It is agreed the particulars and statements contained in Proposal Forms submitted to the **Insurer** (and any material submitted therewith) are the representations of the **Insured** and are to be considered as incorporated in and constituting part of this Policy. It is also agreed this Policy is issued in reliance upon the truth of such representations. However, coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except:

(1) as to any **Insured Person** making such untrue statement or having knowledge of its falsity; or

(2) as to the **Organization** and any **Subsidiary**, if the person(s) who signed the Proposal Form(s) for this coverage or any **Insured Person** who is or was a past, present or future Chief Financial Officer, President, or Executive Director of the **Organization** made such untrue statement or had knowledge of its falsity.

In no event shall Insuring Agreement I.A. of this Policy be rescinded by the **Insurer**.

C. Outside Entity Provision

In the event a **Claim** is made against any **Insured Persons** arising out of their service as a director, officer, trustee, regent, governor, or member of the Board of Managers of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, trustees, officers, regents, governors, member of the Board of Managers, or natural person general partners.

In the event Great American Insurance Group provides Directors' and Officers' Liability Insurance for the **Outside Entity**, all **Loss** incurred from all **Claims** submitted under this Policy and the **Outside Entity's** Policy (hereinafter referred to as **Respective Policy(ies)**), arising out of **Related Wrongful Acts**, shall be considered a single **Loss** and the maximum annual aggregate Limit of Liability shall not exceed, under the **Respective Policies**, the higher Limit of Liability between the **Respective Policies**, such Limit of Liability being part of, and not in addition to, the Limits of Liability of the **Respective Policies** previously referenced.

D. Order of Payments

In the event of **Loss** arising from a covered **Claim** for which payment is due under the provisions of this Policy, the **Insurer** shall first, pay **Loss** for which coverage is provided under Insuring Agreement I.A. of this Policy; and thereafter with respect to whatever remaining amount of the Limit of Liability is available after such payment, pay such other **Loss** for which coverage is provided under any other applicable Insuring Agreements in Section I of this Policy.

E. Merger or Acquisition

If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by merger or otherwise, and the acquired assets of such other entity exceed thirty-five percent (35%) of the assets of the **Organization** as of the inception date of the Policy, written notice thereof shall be given to the **Insurer** as soon as practicable, but in no event later than ninety (90) days from the effective date of the transaction, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**.

F. Conversion to Run-Off Coverage

If prior to the end of the **Policy Period**, the **Organization** merges into another organization and the **Organization** is not the surviving entity, another organization or person acquires the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of the **Organization**, or the **Organization** ceases to qualify as a not-for-profit organization under any federal, provincial and territorial legislation and/or the Internal Revenue Code (such events hereinafter referred to as **Transaction**), then:

(1) the **Organization** must give written notice of such **Transaction** to the **Insurer** within thirty (30) days after the effective date of such **Transaction**, and provide the **Insurer** with such information as the **Insurer** may deem necessary; and

(2) this Policy, including the **Discovery Period** if elected, shall apply, but only with respect to any **Wrongful Act** committed prior to the effective date of such **Transaction**.

G. Action Against the Insurer

(1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the **Insured's** obligation to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, those filing the claim, and the **Insurer**.

(2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against any **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

H. Subrogation

In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless, such **Insured Person**:

(1) has been convicted of a deliberate criminal act, or

(2) has been determined by a final adjudication adverse to the **Insured Person** to have committed a deliberate fraudulent act, or to have obtained any profit, advantage or remuneration to which such **Insured Person** was not legally entitled.

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

I. Conformity to Law

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

K. Representative of the Insurer

Great American Insurance Group, Executive Liability Division, Post Office Box 66943, Chicago, Illinois, 60666 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

L. Organization Represents Insured

By acceptance of this Policy, the **Organization** shall be designated to act on behalf of the **Insureds** for all purposes including, but not limited to, giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

M. Entire Agreement

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Proposal Forms submitted to the **Insurer** and any materials submitted therewith) and any written endorsements attached hereto constitute the entire agreement between the parties.

In witness whereof the **Insurer** has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the **Insurer**.

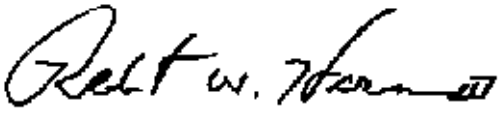
GREAT AMERICAN INSURANCE COMPANY®

President *Secretary*

Nationwide®

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza ▫ Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive ▫ Scottsdale, Arizona 85258
1-800-423-7675 ▫ A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.



Secretary



President

The information contained herein replaces any similar information contained elsewhere in the policy.

Insured's Name: South Miami Children's Clinic, Inc. Policy #: CPS3337236

Policy Dates: From: 04/23/2020 To: 04/23/2021

Surplus Lines Agent's Name: James A Gresham

Surplus Lines Agent's Physical Address: 1 Gresham Landing, Stockbridge, GA 30281

Surplus Lines Agent's License #: A104376

Producing Agent's Name: April Watson

Producing Agent's Physical Address: 1211 N. Third St. Jacksonville Beach FL 32250

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: $1,245.00

Policy Fee: $100.00

Inspection Fee:

Service Fee: $0.81

Tax: $67.25

Citizen's Assessment:

EMPA Surcharge: $4.00

FHCF Assessment:

Surplus Lines Agent's Countersignature:

☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

☐ **THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

COMMON POLICY DECLARATIONS

Renewal of
CPS2951138

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza ▪ Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive ▪ Scottsdale, Arizona 85258
1-800-423-7675 ▪ A STOCK COMPANY

Policy Number
CPS3337236

ITEM 1. Named Insured and Mailing Address

SOUTH MIAMI CHILDREN'S CLINIC, INC.
6701 SOUTHWEST 58TH PLACE
SOUTH MIAMI, FL 33143

NO FLAT CANCELLATION

Agent Name and Address

AMWINS ACCESS INS. SERVICES, LLC
7108 FAIRWAY DRIVE, SUITE 200
PALM BEACH GARDENS, FL 33418

Agent No.: 09012 Program No.: A1

ITEM 2. Policy Period From: 04/23/2020 To: 04/23/2021 Term: 365 DAYS

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: NON PROFIT CHILDREN'S CLINIC

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	$ NOT COVERED
Commercial Property Coverage Part	$ 1,245
Commercial Crime And Fidelity Coverage Part	$ NOT COVERED
Commercial Inland Marine Coverage Part	$ NOT COVERED
Commercial Auto Coverage Part	$ NOT COVERED
Professional Liability Coverage Part	$ NOT COVERED
	$
	$
Total Policy Premium:	$ 1,245.00
SERVICE FEE	$ 100.00
SURPLUS LINES TAX	$ 67.25
STAMPING FEE	$ .81
DEM EMP	$ 4.00
	$
	$
Policy Total:	$ 1,417.06

Form(s) and Endorsement(s) made a part of this policy at time of issue:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

AMWINS ACCESS INS. SERVICES, LLC
7108 FAIRWAY DRIVE, SUITE 200
PALM BEACH GARDENS, FL 33418
4/15/2020 - TV/VG

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS3337236 Effective Date: 04/23/2020
12:01 A.M., Standard Time

Named Insured SOUTH MIAMI CHILDREN'S CLINIC, INC. Agent No. 09012

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UTS-496 6-19	Minimum Earned Cancellation Premium
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CP 01 40 7-06	Excl Of Loss Due To Virus Or Bacteria
CP 10 30 9-17	Causes Of Loss-Special Form
CP 10 54 6-07	Windstorm Or Hail Excl
CP 12 11 9-17	Burglary-Robbery Protective Safeguards
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CFS-68s-FL 1-12	FL-Changes
CFS-103-FL 1-16	FL-Sewer Or Drain Definition Endorsement
IL 04 01 2-12	FL-Sinkhole Loss Coverage
UTS-29-FL 6-97	FL-Cancel-Nonrenew
NOTX0178CW 3-16	Claim Reporting Information
NOTX0423CW 2-15	Notice Of Terrorism Ins Cov
NOTS0381FL 7-09	FL-Policyholder Notice

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOCATIONS

Policy No. CPS3337236 Effective Date 04/23/2020
12:01 A.M. Standard Time

Named Insured SOUTH MIAMI CHILDREN'S CLINIC, INC. Agent No. 09012

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
1	1	6701 SOUTHWEST 58TH PLACE, SOUTH MIAMI, FL 33143	NON PROFIT CHILDREN'S CLINIC

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C)** applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/ or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3337236	04/23/2020	SOUTH MIAMI CHILDREN'S CLINIC, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

CHIEF FINANCIAL OFFICER

DEPT. FINANCIAL SERVICES 200 E. GAINES ST.

TALLAHASSEE, FL 32399-0300

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED

/

AUTHORIZED REPRESENTATIVE DATE

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO._____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3337236	04/23/2020	SOUTH MIAMI CHILDREN'S CLINIC, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSIGNMENT OF CLAIM BENEFITS

The following Condition is added:

ASSIGNMENT OF CLAIM BENEFITS

No assignment of claim benefits, regardless of whether made before or after loss, shall be valid without the written consent of:

1. All named insureds;

2. All additional insureds;

3. All mortgagees;

4. All lienholders; and

5. Any other person or entity;

named in this policy and entitled to payment.

_____ /

AUTHORIZED REPRESENTATIVE DATE

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO._____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3337236	04/23/2020	SOUTH MIAMI CHILDREN'S CLINIC, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than _____25%_____ of the premium.

/

AUTHORIZED REPRESENTATIVE DATE

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza ▫ Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive ▫ Scottsdale, Arizona 85258
1-800-423-7675 ▫ A Stock Company

COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy Number: CPS3337236 Effective Date: 04/23/2020
(12:01 A.M. Standard Time)

Named Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC Agent Number: 09012

Item 1. Business Description: NON PROFIT CHILDREN'S CLINIC

Item 2. Premises Described: **See Schedule of Locations**

Item 3. $500 Deductible unless otherwise indicated.

Item 4. Coverages Provided:

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
1	1	BUILDING	$ 400,000	SPECIAL FULL THEFT	90 %

Construction: JOISTED MASONRY Year Built: 2001 No. of Stories: 1
☐ Agreed Value: _____ Expires: _____ ☒ Replacement Cost: _____
☐ Business Income: Monthly Limit: _____ Maximum Period: _____ Extended Period: _____
Policy Deductible: $1,000 ☐ Reporting: _____ ☐ Inflation Guard: _____ %

Special Deductibles

Wind or Hail	Named Storm	Earthquake
Form:	Form:	Form:
Amount:	Amount:	Amount:

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
1	1	BUSINESS PERSONAL PROPERTY	$ 30,000	SPECIAL FULL THEFT	90 %

Construction: JOISTED MASONRY Year Built: 2001 No. of Stories: 1
☐ Agreed Value: _____ Expires: _____ ☒ Replacement Cost: _____
☐ Business Income: Monthly Limit: _____ Maximum Period: _____ Extended Period: _____
Policy Deductible: $1,000 ☐ Reporting: _____ ☐ Inflation Guard: _____ %

Special Deductibles

Wind or Hail	Named Storm	Earthquake
Form:	Form:	Form:
Amount:	Amount:	Amount:

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza ▫ Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive ▫ Scottsdale, Arizona 85258
1-800-423-7675 ▫ A Stock Company

COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS (continued)

Policy Number: CPS3337236 Effective Date: 04/23/2020
(12:01 A.M. Standard Time)

Named Insured: SOUTH MIAMI CHILDREN'S CLINIC, INC Agent Number: 09012

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coins.
			$		%

Construction: _____ Year Built: _____ No. of Stories: _____
☐ Agreed Value: _____ Expires: _____ ☐ Replacement Cost: _____
☐ Business Income: Monthly Limit: _____ Maximum Period: _____ Extended Period: _____
Policy Deductible: _____ ☐ Reporting: _____ ☐ Inflation Guard: _____ %

Special Deductibles

Wind or Hail	Named Storm	Earthquake
Form:	Form:	Form:
Amount:	Amount:	Amount:

SPECIAL PROVISIONS (if any):

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made part of this policy at the time of issue:
See Schedule of Forms and Endorsements

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H.** Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.,** and limited in **A.2.** Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery and

(b) Equipment;

(4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:

(a) Fire-extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property consists of the following property located in or on the building or structue described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

(1) Furniture and fixtures;

(2) Machinery and equipment;

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) Labor, materials or services furnished or arranged by you on personal property of others;

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

(1) In your care, custody or control; and

(2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

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However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;

c. Automobiles held for sale;

d. Bridges, roadways, walks, patios or other paved surfaces;

e. Contraband, or property in the course of illegal transportation or trade;

f. The cost of excavations, grading, backfilling or filling;

g. Foundations of buildings, structures, machinery or boilers if their foundations are below:

(1) The lowest basement floor; or

(2) The surface of the ground, if there is no basement;

h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);

i. Personal property while airborne or waterborne;

j. Bulkheads, pilings, piers, wharves or docks;

k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

l. Retaining walls that are not part of a building;

m. Underground pipes, flues or drains;

n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.,** does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;

o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;

p. Vehicles or self-propelled machines (including aircraft or watercraft) that:

(1) Are licensed for use on public roads; or

(2) Are operated principally away from the described premises.

This paragraph does not apply to:

(a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

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(b) Vehicles or self-propelled machines, other than autos, you hold for sale;

(c) Rowboats or canoes out of water at the described premises; or

(d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

q. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

(1) Subject to Paragraphs **(2), (3)** and **(4),** we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

(a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;

(b) Remove debris of property owned or leased to the landlord of the building where your described permises are located, unless you have a contractural responsibility to insure such property and it is insured under this policy;

(c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

(d) Remove property of others of a type that would not be Covered Property under this Coverage Form;

(e) Remove deposits of mud or earth from the grounds of the described premises;

(f) Extract "pollutants" from land or water; or

(g) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph **(4),** the following provisions apply:

(a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to **(a)** above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is $5,000 at each location.

(4) We will pay up to an additional $25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus $25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance	$ 90,000
Amount of Deductible	$ 500
Amount of Loss:	$ 50,000
Amount of Loss Payable:	$ 49,000
	($50,000 - $500)
Debris Removal Expense	$ 10,000
Debris Removal Expense Payable:	$ 10,000

($10,000 is 20% of $50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense ($49,500 + $10,000 = $59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3).**

Example 2

Limit of Insurance	$ 90,000
Amount of Deductible	$ 500
Amount of Loss:	$ 80,000
Amount of Loss Payable:	$ 79,500
	($80,000 - $500)
Debris Removal Expense	$ 40,000
Debris Removal Expense Payable:	
Basic Amount:	$ 10,500
Additional Amount:	$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: $80,000 ($79,500 + $500) x .25 = $20,000, capped at $10,500. The cap applies because the sum of the loss payable ($79,500) and the basic amount payable for debris removal expense ($10,500) cannot exceed the Limit of Insurance ($90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4),** because the debris removal expense ($40,000) exceeds 25% of the loss payable plus the deductible ($40,000 is 50% of $80,000), and because the sum of the loss payable and debris removal expense ($79,500 + $40,000 = $119,500) would exceed the Limit of Insurance ($90,000). The additional amount of covered debris removal expense is $25,000, the maximum payable under Paragraph **(4).** Thus, the total payable for debris removal expense in this example is $35,500; $4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

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d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is $10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

(1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.

(3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

(a) You were required to comply with before the loss, even when the building was undamaged; and

(b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

(a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is $10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of $10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced at the same or another premises; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

(b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

(c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

(d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

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(4) The most we will pay under this Additional Coverage, Electronic Data, is $2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is $250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

(i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or

(ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is $100,000 at each building.

(b) This Extension does not apply to:

(i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

(ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.

(2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is $2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) If the Causes Of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

(3) If the Causes Of Loss - Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

(4) Under this Extension, the most we will pay to replace or restore the lost information is $2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

(1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

(a) Temporarily at a location you do not own, lease or operate;

(b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

(c) At any fair, trade show or exhibition.

(2) This Extension does not apply to property:

(a) In or on a vehicle; or

(b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

(3) The most we will pay for loss or damage under this Extension is $10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is $1,000, but not more than $250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

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Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

(a) The trailer is used in your business;

(b) The trailer is in your care, custody or control at the premises described in the Declarations; and

(c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

(a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is $5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

(1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations within 100 feet of the premises described in the Declarations, whichever distance is greater.

(2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.

(3) Coverage under this Extension:

(a) Will end 90 days after the business personal property has been placed in the storage unit;

(b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.

(4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is $10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.

(5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is $2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;

2. Pollutant Clean-up And Removal;

3. Increased Cost Of Construction; and

4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE # 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	$ 250
Limit of Insurance - Building 1:	$ 60,000
Limit of Insurance - Building 2:	$ 80,000
Loss to Building 1:	$ 60,100
Loss to Building 2:	$ 90,000

The amount of loss to Building 1 ($60,100) is less than the sum ($60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

$ 60,100

\- 250

$ 59,850 Loss Payable - Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of $80,000.

Total amount of loss payable:

$59,850 + $80,000 = $139,850

EXAMPLE 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable - Building 1:	$ 60,000
(Limit of Insurance)	
Loss Payable - Building 2:	$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

(1) Notify the police if a law may have been broken.

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(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/ or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in **b., c., d.** and **e.** below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is $2,500 or less, we will pay the cost of building repairs or replacement.

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The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety-glazing material if required by law.

e. Tenants' Improvements and Betterments at:

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of inprovements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percent age shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in Step **(1);**

(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step **(2);** and

(4) Subtract the deductible from the figure determined in Step **(3).**

We will pay the amount determined in Step **(4)** or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When:	The value of the property is:	$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	$ 100,000
	The Deductible is:	$ 250
	The Amount of Loss is:	$ 40,000
Step **(1):**	$250,000 x 80% - $200,000	
	(the minimum amount of Insurance to meet your Coninsurance requirements)	
Step **(2):**	$100,000 ÷ $200,000 = .50	
Step **(3):**	$40,000 x .50 = $20,000	
Step **(4):**	$20,000 - $250 = $19,750	

We will pay no more than $19,750. The remaining $20,250 is not covered.

Example 2 (Adequate Insurance)

When:	The value of the property is:	$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	$ 200,000
	The Deductible is:	$ 250
	The amount of loss is:	$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is $200,000 ($250,000 x 80%). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than $39,750 ($40,000 amount of loss minus the deductible of $250).

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When:	The value of the property is:	
	Building at Location 1:	$ 75,000
	Building at Location 2:	$ 100,000
	Personal Property at Location 2:	$ 75,000
		$ 250,000
	The Coinsurance percentage for it is:	90%
	The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is:	$ 180,000
	The Deductible is:	$ 1,000
	The amount of loss is:	
	Building at Location 2:	$ 30,000
	Personal Property at Location 2:	$ 20,000
		$ 50,000

Step **(1):** $250,000 x 90% = $225,000

(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step **(2):** $180,000 ÷ $225,000 = .80

Step **(3):** $50,000 x .80 = $40,000

Step **(4):** $40,000 - $1,000 = $39,000

We will pay no more than $39,000. The remaining $11,000 is not covered.

2. Mortgageholders

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

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b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

c. The terms of this Optional Coverage apply only to loss or damage that occurs:

(1) On or after the effective date of this Optional Coverage; and

(2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase will be:

(1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If:	The applicable Limit of Insurance is:	$ 100,000
	The annual percentage increase is:	8%
	The number of days since the beginning of the policy year (or last policy change) is:	146
	The amount of increase is: $100,000 x .08 x 146 ÷ 365 =	$ 3,200

3. Replacement Cost

a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.

b. This Optional Coverage does not apply to:

(1) Personal property of others;

(2) Contents of a residence;

(3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

(4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

d. We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

(3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and

(4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

e. We will not pay more for loss or damage on a replacement cost basis than the least of **(1), (2)** or **(3),** subject to **f.** below:

(1) The Limit of Insurance applicable to the lost or damaged property;

(2) The cost to replace the lost or damaged property with other property:

(a) Of comparable material and quality; and

(b) Used for the same purpose; or

(3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

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COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits Of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in **1.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
   a. During the policy period shown in the Declarations; and
   b. Within the coverage territory.
2. The coverage territory is:
   a. The United States of America (including its territories and possessions);
   b. Puerto Rico; and
   c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance;
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you; or
   c. Your tenant.

This will not restrict your insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.

C. With respect to any loss or damage subject to the exclusion in Paragraph **B.,** such exclusion supersedes any exclusion relating to "pollutants".

D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and

2. Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.

E. The terms of the exclusion in Paragraph **B.,** or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

(2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

(a) An ordinance or law that is enforced even if the property has not been damaged; or

(b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

(1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;

(2) Landslide, including any earth sinking, rising or shifting related to such event;

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a), (5)(b)** and **(5)(c),** all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5),** is caused by an act of nature or is otherwise caused.

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c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

(1) Originates away from the described premises; or

(2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **(1), (3)** or **(4),** or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5),** is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

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But if any of the above, in Paragraphs **(1)** through **(5),** results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

(1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or

(2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(a) Electrical current, including arcing;

(b) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(c) Pulse of electromagnetic energy; or

(d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

b. Delay, loss of use or loss of market.

c. Smoke, vapor or gas from agricultural smudging or industrial operations.

d. **(1)** Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

(1) Applies whether or not an act occurs during your normal hours of operation;

(2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.,** does not apply:

(a) To the extent that coverage is provided under the Additional Coverage, Collapse; or

(b) To collapse caused by one or more of the following:

(i) The "specified causes of loss";

(ii) Breakage of building glass;

(iii) Weight of rain that collects on a roof; or

(iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **l.,** does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

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of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

(1) Any loss caused by or resulting from:

(a) Damage or destruction of "finished stock"; or

(b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

b. Leasehold Interest Coverage Form

(1) Paragraph **B.1.a.,** Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

(a) Your cancelling the lease;

(b) The suspension, lapse or cancellation of any license; or

(c) Any other consequential loss.

c. Legal Liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

(a) Paragraph **B.1.a.** Ordinance Or Law;

(b) Paragraph **B.1.c.** Governmental Action;

(c) Paragraph **B.1.d.** Nuclear Hazard;

(d) Paragraph **B.1.e.** Utility Services; and

(e) Paragraph **B.1.f.** War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

(i) Your assumption of liability was executed prior to the accident; and

(ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

(1) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(2) Changes in or extremes of temperature;

(3) Disease;

(4) Frost or hail; or

(5) Rain, snow, ice or sleet.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

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(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.,** is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

a. $2,500 for furs, fur garments and garments trimmed with fur.

b. $2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $100 or less per item.

c. $2,500 for patterns, dies, molds and forms.

d. $250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.,** does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage - Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

(1) A cause of loss listed in **2.a.** or **2.b.;**

(2) One or more of the "specified causes of loss";

(3) Breakage of building glass;

(4) Weight of people or personal property; or

(5) Weight of rain that collects on a roof.

3. This **Additional Coverage - Collapse** does **not** apply to:

a. A building or any part of a building that is in danger of falling down or caving in;

b. A part of a building that is standing, even if it has separated from another part of the building; or

c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

b. Awnings, gutters and downspouts;

c. Yard fixtures;

d. Outdoor swimming pools;

e. Fences;

f. Piers, wharves and docks;

g. Beach or diving platforms or appurtenances;

h. Retaining walls; and

i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.,** we will pay for loss or damage to that property only if:

(1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and

(2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.;**

b. The personal property which collapses is inside a building; and

c. The property which collapses is not of a kind listed in **4.,** regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/ or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.

8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

E. Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

a. A "specified cause of loss" other than fire or lightning; or

b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;

b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.

6. The following, **6.a.** or **6.b.,** applies only if Business Income and/ or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/ or Extra Expense Coverage Form:

a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/ or Extra Expense is limited to the amount of loss and/ or expense sustained in a period of not more than 30 days. The days need not be consecutive.

b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/ or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

b. Loss or damage must be caused by or result from one of the following causes of loss:

(1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

(2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.

(3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

c. The most we will pay for loss or damage under this Extension is $5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

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3. Glass

a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

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WINDSTORM OR HAIL EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
STANDARD PROPERTY POLICY

SCHEDULE

Premises Number	Building Number
1	1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the location(s) indicated in the Schedule, the following provisions apply.

A. The following is added to the **Exclusions** section and is therefore **not** a Covered Cause of Loss:

WINDSTORM OR HAIL

We will not pay for loss or damage:

1. Caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or

2. Caused by rain, snow, sand or dust, whether driven by wind or not, if that loss or damage would not have occurred but for the Windstorm or Hail.

But if Windstorm or Hail results in a cause of loss other than rain, snow, sand or dust, and that resulting cause of loss is a Covered Cause of Loss, we will pay for the loss or damage caused by such Covered Cause of Loss. For example, if the Windstorm or Hail damages a heating system and fire results, the loss or damage attributable to the fire is covered subject to any other applicable policy provisions.

B. The terms of the Windstorm Or Hail exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this policy.

C. Under **Additonal Coverage - Collapse,** in the Causes of Loss - Broad Form, Windstorm or Hail is deleted from Paragraph **2.a.**

D. In the Causes Of Loss - Special Form, Windstorm or Hail is deleted from the "specified causes of loss".

E. Under **Additional Coverage Extensions - Property In Transit,** in the Causes Of Loss - Special Form, Windstorm or Hail is deleted from Paragraph **b.(1).**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Premises No.	Building No.	Protective Safeguards Symbols Applicable
1	1	BR-1
Describe any "BR-4":		
Additional requirements, if any, for engagement of an automatic burglary alarm or other automatic system listed in this Schedule (other than the requirements of Paragraph A.2.):		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to the Commercial Property Conditions:

Burglary And Robbery Protective Safeguards

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;

2. Actively engage any automatic burglary alarm or other automatic system listed in the Schedule and maintain it in the "on" position during all non-work hours and whenever the premises are unoccupied;

3. Actively engage an automatic burglary alarm or other automatic system, or parts thereof, in accordance with any other requirements, if any, indicated in the Schedule; and

4. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, notification to us of the suspension of or impairment in an automatic burglary alarm or other automatic system listed in the Schedule will not be necessary if you:

a. Can restore full protection within 48 hours of the suspension or impairment;

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b. Provide at least one watchperson or other means of surveillance at the premises during all non-work hours and whenever the premises are otherwise unoccupied; and

c. Provide at least one watchperson or other means of surveillance during work hours if the Schedule requires that the premises or part thereof be protected during work hours.

B. The following is added to the **Exclusions** section of the Causes Of Loss - Special Form:

Burglary And Robbery Protective Safeguards

We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you failed to comply with any condition set forth in Paragraph **A.**

C. The protective safeguards to which this endorsement applies are identified by the following symbols:

1. "BR-1" Automatic Burglary Alarm, protecting the entire building, that signals to:

a. An outside central station; or

b. A police station.

2. "BR-2" Automatic Burglary Alarm, protecting the entire building, that has a loud sounding gong or siren on the outside of the building.

3. "BR-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

4. "BR-4" The protective safeguard described in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Location Number: 1	**Building Number:** 1	**Applicable Clause (Enter C.1., C.2., C.3. or C.4.):** C.1.
Description Of Property: BUSINESS BUSINESS PROPERTY - NON PROFIT CHILDREN'S CLINIC **Loss Payee Name:** THE CITY OF MIAMI **Loss Payee Address:** 6130 SUNSET DRIVE SOUTH MIAMI, FL 33143		
Location Number:	**Building Number:**	**Applicable Clause (Enter C.1., C.2., C.3. or C.4.):**
Description Of Property: **Loss Payee Name:** **Loss Payee Address:**		
Location Number:	**Building Number:**	**Applicable Clause (Enter C.1., C.2., C.3. or C.4.):**
Description Of Property: **Loss Payee Name:** **Loss Payee Address:**		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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A. When this endorsement is attached to the Standard Property Policy **CP 00 99,** the term Coverage Part in this endorsement is replaced by the term Policy.

B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

C. The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

1. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear

2. Lender's Loss Payable Clause

a. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

(1) Warehouse receipts;

(2) A contract for deed;

(3) Bills of lading;

(4) Financing statements; or

(5) Mortgages, deeds of trust, or security agreements.

b. For Covered Property in which both you and a Loss Payee have an insurable interest:

(1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

(2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

(3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

(a) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

(4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

c. If we cancel this policy, we will give written notice to the Loss Payee at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

d. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

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3. Contract Of Sale Clause

a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.

b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

(1) Adjust losses with you; and

(2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

c. The following is added to the **Other Insurance** Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

4. Building Owner Loss Payable Clause

a. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building in which you are a tenant.

b. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.

c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO._____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3337236	04/23/2020	SOUTH MIAMI CHILDREN'S CLINIC, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - FLORIDA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99,** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provision applies when a Coinsurance percentage is shown in the Declarations:

Florida law states as follows:

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

C. The following is added:

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:

1. Broward County;

2. Dade County;

3. Martin County;

4. Monroe County;

5. Palm Beach County; and

6. All the areas east of the west bank of the Intra-Coastal Waterway in the Counties of:

a. Indian River; and

b. St. Lucie.

WINDSTORM EXTERIOR PAINT AND WATERPROOFING EXCLUSION

We will not pay for loss or damage caused by windstorm to:

1. Paint; or

2. Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

a. The amount of the Windstorm or Hail Deductible; or

b. The value of Covered Property when applying the Coinsurance Condition.

D. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed as indicated in Paragraphs **D.1.** through **D.4. ;** and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph **E.**

1. In the Causes of Loss - Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement exclusion.

2. In the Causes of Loss - Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage - Collapse; and sinkhole collapse is no longer an exception to the Earth Movement exclusion.

3. In the Causes of Loss - Special Form, sinkhole collapse is deleted from the "specified causes of

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loss" and is no longer an exception to the Earth Movement exclusion.

4. In the Mortgageholders Errors And Omissions Coverage Form, sinkhole collapse is deleted from the Covered Causes of Loss under Coverage B and from the "specified causes of loss, and is no longer an exception to the Earth Movement exclusion.

Further, this Coverage Part does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

E. The following is added to this Coverage Part as a Covered Cause Of Loss. In the Causes Of Loss - Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss." However, as a "specified cause of loss, the following does not apply to the Additional Coverage - Collapse.

CATASTROPHIC GROUND COVER COLLAPSE

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. Structural damage to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, structural damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The Earth Movement exclusion and the Collapse exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

F. The following applies to the **Additional Coverage - Civil Authority** under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:

1. The Additional Coverage - Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.
2. The Additional Coverage - Civil Authority is limited to a coverage period of up to four weeks. With resp ect to described premises located in Florida, such four week period is replaced by a three-week period.
3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.

G. In the event where more than one peril causes damage to covered property and the damage cannot be separated by the cause(s) of loss, we will:

Deduct the amount paid by the other carriers from the amount payable under our policy subject to the policy terms and conditions if a cause of the loss is covered under our policy;

If the cause of loss under our policy is also covered under another policy payment will be prorated among all companies providing coverage for the covered cause(s) of loss; and,

In no event can payments made by all carriers total more than the full replacement cost of the insured building. Payment will be subject to the policy terms and conditions of the policy of the covered property regardless of the number of covered perils or policies covering the property, even if the insured property is totally destroyed by combined perils.

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AUTHORIZED REPRESENTATIVE DATE

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3337236	04/23/2020	SOUTH MIAMI CHILDREN'S CLINIC, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEWER OR DRAIN DEFINITION ENDORSEMENT - FLORIDA

This insurance modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

Under Section **B. Exclusions,** paragraph **g. Water,** subsection **(3)** the following is added:

For the purpose of this exclusion, "sewer" and "drain" are defined as:

1. "Sewer" means any underground pipe, channel or conduit for carrying water, wastewater or sewage on or away from the premises described in the Declarations;
2. "Drain" means any pipe, channel or conduit for carrying water, wastewater or sewage on or away from the premises described in the Declarations to a "sewer."

/

AUTHORIZED REPRESENTATIVE DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

SCHEDULE

Premises Number	Building Number
1	1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the location(s) indicated in the Schedule, the following provisions apply:

A. When this endorsement is attached to Standard Property Policy **CP 00 99,** the term Coverage Part in this endorsement is replaced by the term Policy.

B. When this endorsement is attached to the Farm Livestock Coverage Form, reference to loss (other than in the term Sinkhole Loss itself) means "loss" as defined in that coverage form.

C. The following is added to this Coverage Part as a Covered Cause of Loss. In the forms which address "specified causes of loss", the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage - Collapse.

Sinkhole Loss, meaning loss or damage to Covered Property when "structural damage" to the covered building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the building (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and

2. Our payment for Sinkhole Loss to Covered Property may be limited to the actual cash value of the loss to such property.

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You must enter into a contract for the performance of building stabilization and/ or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for your Sinkhole Loss. After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to your entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable Limit of Insurance, we must either complete the recommended repairs or pay that Limit of Insurance upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all Sinkhole Loss, including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

The stabilization and all other repairs to the Covered Property must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

1. There is a mutual agreement between you and us;
2. The claim is involved with the neutral evaluation process;
3. The claim is in litigation; or
4. The claim is under appraisal or mediation.

D. Sinkhole Loss does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

E. With respect to coverage provided by this endorsement, the **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply.

F. With respect to a claim for alleged Sinkhole Loss, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation procedure set forth elsewhere in this policy, but does not invalidate the Appraisal Condition.

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

G. Coverage for Sinkhole Loss under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part) and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

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H. The following provision is added to the **Duties In The Event Of Loss Or Damage** Loss Condition:

A claim for Sinkhole Loss, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this policy within two years after you knew or reasonably should have known about the Sinkhole Loss.

I. The following definitions are added with respect to the coverage provided under this endorsement:

1. "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;

b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;

d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

e. Damage occurrring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

2. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

3. "Primary structural system" means an assemblage of "primary structural members".

J. If we deny your claim for Sinkhole Loss without performing testing under section 627.702, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or $2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is sinkhole loss, we will reimburse you for the testing costs.

K. You may not accept a rebate from any person performing repairs for Sinkhole Loss covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.

L. If we deny your claim for Sinkhole Loss upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no sinkhole loss or that the cause of the damage was not sinkhole activity, and if the sinkhole claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or $2,500, whichever is less. You are not required to pay such reimbursement unless you requested the analysis and services and we, before ordering the analysis, informed you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.

M. As a precondition to accepting payment for sinkhole loss, you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO._____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3337236	04/23/2020	SOUTH MIAMI CHILDREN'S CLINIC, INC.	09012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NONRENEWAL - FLORIDA

The Cancellation Condition is deleted in its entirety and replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. If this policy has been in effect for ninety (90) days or less and is not a renewal of a policy we issued, we may cancel by mailing or delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:
   a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
   b. Twenty (20) days before the effective date of cancellation, if we cancel for any other reason, except, we may cancel immediately if there has been:
      (1) A material misstatement or misrepresentation; or
      (2) A failure to comply with underwriting requirements established by us.
3. If this policy has been in effect for more than ninety (90) days or is a renewal or continuation of a policy we issued, we may cancel by mailing or delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:
   a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
   b. Forty-five (45) days before the effective date of cancellation, if we cancel for any other reason.
4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
5. Notice of cancellation by us will state the effective date of the cancellation. The policy period will end on that date.
6. If we fail to mail or deliver our written notice of cancellation to the first Named Insured at least forty-five (45) days or twenty (20) days as required in A.2.b. and A.3.b. above, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.
7. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first

Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

The following Condition is added to the policy and supersedes any other provision to the contrary:

B. Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, including the specific reasons for nonrenewal, to the first Named Insured at least forty-five (45) days prior to the expiration of the policy.
2. If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.
3. If we fail to mail or deliver written notice of nonrenewal to the first Named Insured at least forty-five (45) days prior to the effective date of nonrenewal, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.

/

AUTHORIZED REPRESENTATIVE DATE

Nationwide®

Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM
Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com. In order to expedite this process, please be prepared to furnish as much of the following information as possible: ▫ Your policy number ▫ Date, time and location of the loss/ accident ▫ Details of the loss/ accident ▫ Name, address and phone number of any involved parties ▫ If applicable, name of law enforcement agency or fire department along with the incident number **Please refer to your policy for specific claim reporting requirements.**

SCOTTSDALE INSURANCE COMPANY®

Scottsdale Indemnity Company

SCOTTSDALE
SURPLUS LINES INSURANCE COMPANY

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

	I hereby elect to purchase certified terrorism coverage for a premium of $_____ . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
X	I hereby reject the purchase of certified terrorism coverage.

_____ SOUTH MIAMI CHILDREN'S CLINIC, INC.

Policyholder/ Applicant's Signature — Named Insured/ Firm

_____ CPS3337236

Print Name — Policy Number, if available

_____

Date

SCOTTSDALE INSURANCE COMPANY®

FLORIDA POLICYHOLDER NOTICE

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Number: EIG 1580324 07

EMPLOYERS
P.O. Box 539003
Henderson, NV 89053-9003

SOUTH MIAMI CHILDRENS CLINIC
6701 SW 58TH PLACE
SOUTH MIAMI FL 33143

EMPLOYERS®

Welcome to EMPLOYERS®!

Thank you for the trust you have placed in EMPLOYERS. As a leading provider of workers' compensation insurance for America's small businesses, EMPLOYERS is focused on making premiums affordable, as well as helping our policyholders reduce the long-term costs associated with workplace injuries and illnesses.

Verify Important Policy Information

Enclosed you will find your EMPLOYERS Workers' Compensation and Employers Liability Policy. Please take a moment to review it to make sure that all of the information is correct. If any information is inaccurate or needs to be updated, please contact your insurance agent immediately.

1. ***Mailing Address***
Please verify that the mailing address on the Policy is correct. Important notices will be mailed to this address.

2. ***Named Insureds***
Please review each Named Insured and corresponding Federal Employer Identification Number (FEIN) shown on the Policy to make sure the proper employer(s) are listed. This Policy does not provide coverage for any business or legal entity not listed on the Policy declarations page or as an additional named insured on the Named Insured Schedule endorsement. Only legally combinable Named Insureds (legal entities with common majority ownership) may be provided coverage on the same policy.

3. ***Worksites***
Make sure that your Policy correctly identifies each state and location where you currently have work. This information is shown in item 3.A of the Policy declarations page and on the Site Location Schedule endorsement.

4. ***Officers, Sole Proprietors, Members and/or Partners (or others) Coverage***
If the Policy contains any endorsement documenting an individual's rejection of statutory coverage, please confirm it is accurate. Eligibility to reject workers' compensation coverage varies by state. Any changes will require written documentation.

If the Policy contains any endorsement documenting the election of statutory coverage by an individual not otherwise subject to the Workers Compensation Act, please confirm it is accurate. Eligibility to elect varies by state. Any changes will require written documentation.

EMPLOYERS® and America's small business insurance specialist® are registered trademarks of Employers Insurance Company of Nevada. Insurance is offered through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.

EMPLOYERS®

Report a Claim

Immediate reporting is a major step in cost and time containment of any claim and is beneficial to all parties involved. Any delays in the reporting of claims can result in delayed access to medical care, which in some instances may lead to further injury, resulting in the need for additional treatment subsequently leading to higher medical costs.

EMPLOYERS® offers two convenient phone numbers that are available 24/7 to report a claim with less paperwork. Both numbers are staffed with individuals fluent in both English and Spanish, with accommodations for other languages.*

1. Injured Employee Hotline – **855-365-6010**
   - Reporting of a new work-related injury or illness when the injured/ill employee has not yet received medical treatment.
     - Access to registered nurses who are specially trained to provide nurse triage and medical guidance.
2. Customer Support – **888-682-6671**
   - Reporting of a new work-related injury or illness when the injured/ill employee has already received medical treatment.
     - Injured employees who have not yet sought medical treatment will be transferred to our Injured Employee Hotline (IEH) and provided the IEH phone number.

*For all injuries or illnesses that require immediate assistance from Emergency Services please call **911**.

Download a Claim Kit

As an employer, you are required to print and post certain workers' compensation notices. We have compiled these documents and made them available to print at www.employers.com/claimskit. Please select your state and follow the instructions to ensure your business is compliant with applicable state laws.

Some states have additional requirements that cannot be printed, including posters and forms. If required, EMPLOYERS will mail them to you separately. Policyholders can request a printed copy of our claims kit by contacting us by phone at 888-682-6671 or e-mail at customersupport@employers.com.

Medical Info

Call 888-682-6671 or email customersupport@employers.com to obtain a medical provider list or check the status of a medical bill.

America's small business insurance specialist®

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EMPLOYERS®

FACTS	WHAT DOES EMPLOYERS® DO WITH YOUR PERSONAL INFORMATION?
Why?	This privacy notice is for individuals who are policyholders or applicants for our products and services. In this notice, "you" refers to these individuals. Insurance companies choose how they collect and share your personal information. Applicable laws give consumers the right to limit some but not all sharing. We want you to know how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and insurance claim history • transaction history or loss history • employment information and income • medical information (only in connection with claims) When you are no longer our customer, we continue to share your information as described in this notice.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons EMPLOYERS chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does EMPLOYERS share?	Can you limit this sharing?
For our everyday business purposes— such as to administer policies and claims, comply with laws or regulations, respond to court orders, legal investigations, and government agencies, or otherwise as required or permitted by law	YES	NO
For our affiliates' everyday business purposes— information about your transactions and experiences	YES	NO
For our marketing purposes— with nonaffiliated service providers we use to market our products and services to existing and prospective policyholders	YES	NO
For our affiliates to market to you— to offer our products and services to existing and prospective policyholders	YES	NO
For nonaffiliates to market to you	NO	We do not share
For joint marketing with other financial companies	NO	We do not share
For our affiliates' everyday business purposes— information about your personal creditworthiness	We do not collect or share	We do not collect or share

Questions?	Please contact the General Counsel's Office at EMPLOYERS, 10375 Professional Circle, Reno, Nevada 89521-4802, or go to www.employers.com. We believe that the information we have about our customers is accurate. If you would like access or request correction of your information, please forward a written request to the above address.

Who we are	
Who is providing this notice?	Employers Holdings, Inc. and its affiliates.
What we do	
How does EMPLOYERS® protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include physical, electronic and procedural safeguards. Nonaffiliates that perform services for us are contractually bound to keep this information confidential. Our employees are informed of the requirements to maintain the confidentiality of this information.
How does EMPLOYERS collect my personal information?	We collect your personal information, for example, when you • file an insurance application or claim • provide your income, employment, or contact information • provide account information We also collect your personal information from others, such as your employer and its insurance producer, insurance support organizations, our affiliates, medical providers or other companies as permitted by law. Insurance support organizations may retain information and disclose it to others.
Why can't I limit all sharing?	Insurance companies need to share personal information to run their everyday business. Generally, applicable laws give you the right to limit only certain types of sharing, such as • sharing information about your personal creditworthiness for affiliates' everyday business purposes • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Employers Holdings, Inc. affiliates are financial companies.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Examples include reinsurance companies, computer service providers, independent auditors, independent claims personnel, independent insurance agents, and insurance support organizations.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *EMPLOYERS does not share for joint marketing purposes.*
Other important information	
Employers Holdings, Inc.'s affiliates include: Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company, Elite Insurance Services, Inc., and EIG Services, Inc.	

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EMPLOYERS®

Employers Compensation Insurance Company
Employers Insurance Company of Nevada
Employers Preferred Insurance Company
Employers Assurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Employers' toll-free telephone number for information or to make a complaint at:

1-888-682-6671

You may also write to Employers at:

P.O. Box 539003
Henderson, NV 89053-9003

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Employers Compensation Insurance Company at the number provided above.

ATTACH THIS NOTICE TO YOUR POLICY
This notice is for information only and does not become a part or condition of the attached document.

EMPLOYERS products and services are provided through Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company and Employers Assurance Company. Not all insurers do business in all jurisdictions.

EMPLOYERS®

Policyholder Name	SOUTH MIAMI CHILDRENS CLINIC
Carrier Name	EMPLOYERS ASSURANCE CO.
Policy Number	EIG 1580324 07
Policy Effective Date	12/01/2019
Policy Expiration Date	12/01/2020

POLICYHOLDER NOTICE - INSTALLMENT PAYMENT

In addition to the deposit premium shown on the Information Page and below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to analysis of premium based on payrolls which you will submit to us.

Installment Number	Date Due	Amount
01	12/01/2019	$611.10
02	03/01/2020	$475.30
03	06/01/2020	$475.30
04	09/01/2020	$475.30

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR AGENT OR BROKER

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document

EMPLOYERS®

Employers Compensation Insurance Company
Employers Insurance Company of Nevada
Employers Preferred Insurance Company
Employers Assurance Company

Important Notice Regarding Your Workers' Compensation Insurance

TO OUR FLORIDA WORKERS' COMPENSATION POLICYHOLDERS:

Re: Occupational Safety and Health Loss Control Consultation Services

As an EMPLOYERS policyholder you have an extensive array of professional safety and health resources available to you at no additional charge, including:

- **A.** Evaluation of existing Injury and Illness Prevention Programs (IIPP)
- **B.** Identification and evaluation of work site hazards, materials, personal protective equipment, work methods, processes and facilities
- **C.** Safety training programs addressing identified exposures and needed control measures
- **D.** Access to claims history reports (loss runs) and accident trend analyses, consisting of a review of reported workers' compensation injuries and identification of causal factors
- **E.** Written safety program Employer Guides
- **F.** Consultation and recommendations with respect to possible workplace safety improvement measures
- **G.** Follow-up services to items listed above

For assistance in any of these areas, or for any other occupational safety or health-related questions, please contact EMPLOYERS at:

Loss Control Department
EMPLOYERS
PO Box 539003
Henderson, NV 89053-9003

Loss Control Telephone: (800) 588-5200
E-Mail: losscontrol@employers.com

America's small business insurance specialist.®

EMPLOYERS® products and services are provided through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.

EMPLOYERS®

EMPLOYERS ASSURANCE CO.
A Stock Company

Workers' Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From	To
EIG 1580324 07	12/01/2019	12/01/2020

12:01A.M. Standard Time at the address of the Insured as stated herein

Transaction

RENEWAL DECLARATIONS

NCCI Carrier # 36870 **WCIRB CARRIER#** **PRIOR POLICY NUMBER** EIG158032406

1. Named Insured and Address	**Agent**
SOUTH MIAMI CHILDRENS CLINIC 6701 SW 58TH PLACE SOUTH MIAMI FL 33143	ACRISURE LLC 0002129 FLETCHER & COMPANY PO BOX 550069 JACKSONVILLE BEACH, FL 32240 Telephone: 9046940315

Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	36870	204583206		CORPORATION

Additional Locations:

2. The Policy Period is from 12/01/2019 to 12/01/2020 12:01 a.m. Standard Time at the Insured's mailing address.

3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease	$	1,000,000	policy limit
Bodily Injury by Disease	$	1,000,000	each employee

C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.

D. This policy includes these endorsements and schedules: See attached schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	**$**	198	**Expense Constant**	**$**	160
			Premium Discount	**$**	
Assessments and Taxes	**$**		**Total Estimated AnnualPremium**	**$**	2,037

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this Day of ,

Authorized Representative

Issued Date: 10/22/2019

Issuing Office **EMPLOYERS ASSURANCE CO.**
14120 BALLANTYNE CORPORATE PLACE, SUITE 100
CHARLOTTE, NC 28277-2685

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
Florida				
Rating Period: 12/01/2019 through 12/01/2020				
Site 00001				
8832	PHYSICIAN & CLERICAL	450,535	0.380000	1,712.00
Site 00001 Total				**$ 1,712.00**
Total of Sites for Rating Period				**$ 1,712.00**
Rating Period Total				**$ 1,712.00**
Rating Period: 12/01/2019 through 12/01/2020				
9812	INCREASED COVERAGE II	1,712	0.014000	24.00
9848	BALANCE TO MIN PREM-COVERAGE II			96.00
0900	EXPENSE CONSTANT			160.00
9740	TERRORISM PREMIUM	450,535	0.010000	45.00
Rating Period Total				**$ 325.00**
State Total				**$ 2,037.00**
Policy Total				**$ 2,037.00**

EMPLOYERS®

EMPLOYERS ASSURANCE CO.
A Stock Company
14120 BALLANTYNE CORPORATE PLACE, SUITE 100
CHARLOTTE, NC 28277-2685

Policy Number:	EIG 1580324 07
Named Insured:	SOUTH MIAMI CHILDRENS CLINIC
Agent:	ACRISURE LLC 0002129

SITE LOCATION SCHEDULE

State FL 1
SOUTH MIAMI CHILDRENS CLINIC
6701 SW 58TH PLACE
SOUTH MIAMI FL 33143

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
FL	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
FL	WC000403	(4/84)	EXPERIENCE RATING MOD FCTR
FL	WC000404	(4/84)	PENDING RATE CHANGE ENDT
FL	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
FL	WC000414A	(1/19)	NOTIFICATION OF CHG OWNERSHIP
FL	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
FL	WC090303	(8/05)	FLORIDA EMPL LIAB COVERAGE
FL	WC090403B	(1/15)	FLORIDA TERRORISM RISK EXT ACT
FL	WC090407	(7/13)	FL NON-COOP WITH PREM AUDIT EN
FL	WC090606	(10/98)	FLORIDA EMPL AND WAGE INFO REL
FL	WC990690	(12/08)	DIVIDEND PARTICIPATION EN EAC

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy
This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured
You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law
Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State
State means any state of the United States of America, and the District of Columbia.

E. Locations
This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies
This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay
We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend
We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.
We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay
We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:
1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance
We will not pay more than our share of benefits and costs covered by this insurance and other

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insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

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such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or oblication to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

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F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

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papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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PART SIX—CONDITIONS

A. Inspection
We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy
If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

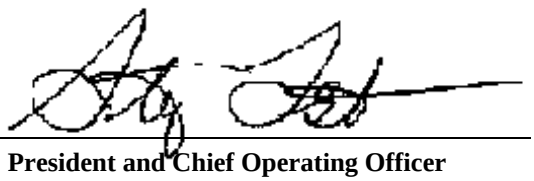
C. Transfer of Your Rights and Duties
Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

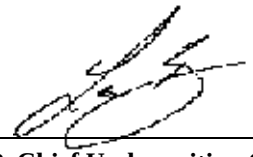
D. Cancelation
1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative
The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the Company named on the policy Information Page. In witness thereof, the Company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the Company



President and Chief Operating Officer



SVP, Chief Underwriting Officer

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EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

FLORIDA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State	First	Next	Next	Balance
	$10,000	$190,000	$1,550,000	Over $1,750,000
FLORIDA	0.0%	9.1%	11.3%	12.3%

2. Average percentage discount: Refer to the Extension of Information Page

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
   a. The act is an act of terrorism.
   b. The act is violent or dangerous to human life, property or infrastructure.
   c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
   d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
   b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
   c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
   d. $160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
   e. $180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
   f. $200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

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2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

Rate per $100 of Remuneration

$0.010000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:
1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you for your final premium. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five—Premium, E.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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DIVIDEND PARTICIPATION ENDORSEMENT

Employers Assurance Company

(Individual Participants Only)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement amends the terms and provisions of the policy and where inconsistent with the terms and provisions of such policy, the terms and provisions of this endorsement shall prevail in all respects.

The policy is hereby amended as follows:

This policy is a participating policy and the insured, you, may be entitled to a potential dividend under the policy as a participant. The declaration and payment of any such dividend under the policy is subject to the sole discretion of the Board of Directors of Employers Assurance Company and is not guaranteed.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 11/14/2019

Property Information	
Folio:	09-4025-028-0135
Property Address:	6655 SW 58 PL South Miami, FL 33143-0000
Owner	CITY OF SOUTH MIAMI
Mailing Address	6130 SUNSET DR SOUTH MIAMI, FL 33143
PA Primary Zone	8001 PARKS & OPEN SPACE DIST
Primary Land Use	8940 MUNICIPAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	4,130 Sq.Ft
Lot Size	14,300 Sq.Ft
Year Built	2001



Assessment Information			
Year	2019	2018	2017
Land Value	$343,200		
Building Value	$302,991		
XF Value	$1,960		
Market Value	$648,151		
Assessed Value	$648,151		

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	$648,151		
Taxable Value	$0		
School Board			
Exemption Value	$648,151		
Taxable Value	$0		
City			
Exemption Value	$648,151		
Taxable Value	$0		
Regional			
Exemption Value	$648,151		
Taxable Value	$0		

Benefits Information				
Benefit	Type	2019	2018	2017
Municipal	Exemption	$648,151		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 11/14/2019

Property Information

Folio: 09-4025-028-0135

Property Address: 6655 SW 58 PL

Roll Year **2019** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	PR	8001	Square Ft.	14,300.00	$343,200

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	2001			4,130	$302,991

Extra Features

Description	Year Built	Units	Calc Value
Light Standard - 10-30 ft High - 2 Fixtures	2014	1	$1,960

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Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 11/14/2019

Property Information

Folio: 09-4025-028-0135

Property Address: 6655 SW 58 PL

Roll Year **2018** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features

Description	Year Built	Units	Calc Value

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Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 11/14/2019

Property Information

Folio: 09-4025-028-0135

Property Address: 6655 SW 58 PL South Miami, FL 33143-0000

Roll Year **2017** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features

Description	Year Built	Units	Calc Value

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Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 11/14/2019

Property Information

Folio: 09-4025-028-0135

Property Address: 6655 SW 58 PL

Full Legal Description
LARKINS TOWNSITE
PB 2-105
LOTS 10 & 11 BLK 1
LOT SIZE 14300 SQ FT M/L
FAU 09 4025 028 0130

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

CITY OF SOUTH MIAMI, FLORIDA
NOTICE OF PUBLIC HEARINGS & MEETING DATE CHANGE

In accordance with City of South Miami Code, Chapter 286.011, Fla. Stat, the City's Home Rule Powers, and the City Manager's declaration of a state of emergency due to the Coronavirus, the City will be holding its City Commission Meeting VIRTUALLY. The meeting is scheduled to begin on **Monday, November 2, 2020 at 7:00 p.m.** to consider the following public hearing item(s):

An Ordinance of the City of South Miami, Florida, authorizing the City Manager to execute a lease agreement with the South Miami Children's Clinic, Inc., a Florida not-for-profit corporation, for the property located at 6701 SW 58th Place, South Miami, Florida, 33143, for a term of five (5) years, commencing on October 1, 2020, and terminating on September 30, 2025.

Governor DeSantis's Executive Order (E.O.) Number 20-69 suspended that portion of Section 166.041(4), Fla. Stat., that required a quorum to be present in person to adopt resolutions and enact ordinances. If E.O. No. 20-69 is extended, City staff and all Commission members will participate by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338) and participate. If E.O. No. 20-69 is not extended, four of the City Commissioners will attend in person and all others may attend virtually. If you desire to present evidence or you are unable to use Zoom, there are procedures to follow and other options available including a dedicated phone line to listen and participate in the meeting and limited public attendance, all of which is set forth in the meeting notice posted at City Hall and at http://www.southmiamifl.gov/580/Public-Meetings-Notices. Anyone who wishes to review pending application and supporting documentation in person must make an appointment by calling 305-663-6340.

Please note that Governor DeSantis's Executive Order Number 20-69 suspended the requirements of Section 166.041(4), Fla. Stat., that a quorum to be present in person, and that a local government body meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing such as Zoom for meetings of local government bodies.

Note that pursuant to Florida Statutes 286.0105, a person who decides to appeal any decision made by a Board, Agency or Commission with respect to any matter considered at its meeting or hearing, a record of the proceedings will be required for said appeal and such person will be required to have a verbatim transcript of the proceedings including the testimony and evidence upon which the appeal is to be based.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC
City Clerk

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI -OF PUBLIC HEARINGS & MEETING DATE CHANGE - NOV. 2, 2020

in the XXXX Court,
was published in said newspaper in the issues of

10/23/2020

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Guillermo Garcia

Sworn to and subscribed before me this
23 day of OCTOBER, A.D. 2020

O. Kamp

(SEAL)
GUILLERMO GARCIA personally known to me

CHRISTINA LYNN RAVIX
Commission # GG 277771
Expires November 19, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

CITY OF SOUTH MIAMI
INCORPORATED 1927
FLORIDA

CITY OF SOUTH MIAMI, FLORIDA
NOTICE OF PUBLIC HEARINGS & MEETING DATE CHANGE

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Nkenga A. Payne, CMC
City Clerk

10/23 20-75/0000495011M

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Jane Tompkins
Submitting Department: Planning & Zoning Department
Item Type: Ordinance
Agenda Section:

Subject:
An Ordinance pursuant to Section 20-5.7 and other applicable provisions of the City of South Miami Land Development Code modifying Article VIII, Section 20-8.3 regarding the Transit-Oriented Development District Mixed-Use Market (TODD (MU-M)). 3/5 (Vice Mayor Welsh)

Suggested Action:
Approval

Attachments:
ORD_Amendingf_TODD_MU-M_CArev (1).docx

ORDINANCE NO. _____

An Ordinance pursuant to Section 20-5.7 and other applicable provisions of the City of South Miami Land Development Code modifying Article VIII, Section 20-8.3 regarding the Transit-Oriented Development District Mixed-Use Market (TODD (MU-M)).

WHEREAS, the City Commission adopted Ordinance No. 17-20-2371 on June 2, 2020 amending Article VIII of the Land Development Code (LDC) and creating a new zoning category, Transit-Oriented Development District Mixed-Use Market (TODD (MU-M)) as requested by 5850 SW 73 Street LLC (the "Applicant"); and

WHEREAS, the provisions adopted for the TODD (MU-M) included a requirement that development in this district have adequate space to attract a full-service grocery store; and

WHEREAS, the LDC also provided that, if a grocery store vacant for more than two years or not feasible, then ten percent of the residential units above the second floor must qualify as Affordable Housing; and

WHEREAS, Section 20-8.3(h) of the regulations also required that the grocery store lease be for a term of thirty (30) years; and

WHEREAS, the Applicant has proposed modifying Section 20-8.3(h) by reducing the initial lease term to twenty (20) years with at least two (2) lease extension periods of five (5) years each; and

WHEREAS, on _____, the Planning Board reviewed the request, held a duly advertised public hearing, and voted ___ to ____ to recommend _____ of the proposed amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA AS FOLLOWS:

Section 1. The foregoing recitals are hereby ratified and incorporated by reference as if fully set forth herein and as the legislative intent of this Ordinance.

Section 2. Section 20-8.3 of the City's Land Development Code is hereby amended to read as follows:

20-8.3 - Creation of TODD sub-categories.

(A)For purpose of recognizing the existing patterns of land use, the need to encourage a logical mix of land uses, and the need to promote a higher density of uses together with practical development bonus opportunities, the following subcategories (zones) are hereby created:

* * *

(4)"TODD (MU-M)" Mixed-Use Market. All development in this district must have adequate grocery store space to attract a full service grocery store and a minimum of 20,000 square feet, exclusive of back of house, loading area and common areas of the building, of ground floor devoted exclusively to a grocery store (Grocery Store Space). If the Grocery Store Space is vacant for more than 2 years or if a grocery store is not feasible as determined in paragraph (f), 10% of the dwelling units above the second floor must be Affordable Housing of which one half (1/2) must be set aside for Low income ~~and Very~~

~~Low Income~~ Individuals and families and one half (1/2) must be set aside for Moderate Income Individuals and Families.

(a)If the owner decides to develop Affordable Housing, in lieu of Grocery Store Space, or if the Grocery Store Space remains vacant for more than 2 years, or if a grocery store is not feasible as defined in paragraph (f), the owner must record a covenant running with the land, in form and substance approved by the City Attorney and City Manager, executed by the owner and binding upon the property owner, as well as all successors in interest and assigns, which complies with the Affordable Housing requirements of Section 20-4.9. In the event of a conflict between the provisions of Section 20-4.9 and this Section, then the requirements of this Section shall prevail. In addition, 10% of all available units must be made available to Affordable Housing tenants and evenly made available among ~~Very Low-Income Tenants~~, Low-Income Tenants and Moderate-Income Tenants to the greatest extent practicable. However, if after 30 days of advertising the units as Affordable Housing,

~~(1) There are insufficient qualified applicants to fill the Very Low-Income quota for all the different types of units set aside for Very Low-Income Tenants, those units may be rented to Low-Income Tenants; and~~

~~(2) if after 30 days of advertising t~~ There are insufficient qualified applicants to fill the Low-Income quota, the Owner may rent such unit to a qualified Moderate-Income Tenant.

~~(3)~~ The Owner shall keep an updated inventory of all available types of units ("Inventory Application Form") which shall be presented to all residential rental applicants and the inventory shall be signed by the applicant to indicate the units made available and the unit chosen by the applicant. These signed inventory sheets shall be kept and maintained as a public record subject to inspection, but such records shall not be released without the appropriate redaction of exempt and/or confidential information. Owner will publicize openings in the Affordable Housing Residential Rental Units in a newspaper of general circulation including The Miami Herald and El Nuevo Herald, as well as in The Miami Times, and Community Newspaper - South Miami Edition.

(b) The term "grocery store", for the purposes of this subcategory, means a store retailing a general line of food and non-food grocery products, including dairy, canned and frozen foods, fresh fruits and vegetables, fresh and prepared meats, fish and poultry, intended for home preparation, consumption and utilization.

(c) Parking and Loading.

(1) A minimum of 3.0 parking spaces for every 1,000 square feet of gross Grocery Store Space must be provided and reserved for grocery store patrons.

(2) A development with Grocery Store Space shall be designed to include an internalized loading space for truck delivery and provides for a sufficient turning radius for delivery trucks given the size and the constraints of the abutting street.

(3) Paragraphs (1) and (2) shall take precedent over other provisions in the TODD and Hometown District Overlay concerning parking.

(4) The owner must execute a parking enforcement covenant running with the land approved by the City Attorney as to form and substance which shall remain in full force and effect for so long as the property is required, by this Subsection, to have a grocery store use. The covenant must provide for City enforcement of the parking requirement of paragraph (c)(1) above.

(d) All garbage and trash containers must be maintained inside the building envelope.

(e) No use, other than a grocery store is allowed in the Grocery Store Space and until it is occupied by a grocery store it must remain vacant. However, the Grocery Store Space may be used for other commercial uses if:

(1) the owner can prove to a super majority of the City Commission by competent substantial evidence at a public hearing that such use is not feasible as defined in paragraph (f); and

(2) the owner converts ten percent (10%) of its residential units above the second floor to Affordable Housing as defined in 20-2.3, as the existing leases expire, and records Affordable Housing covenant in accordance with 20-4.9 for such units.

(f) A grocery store use, for the purposes of this paragraph, is not feasible if:

(1) the Owner has used its best efforts to locate a grocery store; and

(2) no grocery store owner is ready, willing and able to lease the Grocery Store Space for a competitive grocery store rental

(g) The Owner may not convert any of the residential units to owner occupied units (Converted Units) unless the Owner has developed Grocery Store Space and has a minimum 30 year lease with a grocery store, which term includes any options of the store to renew the lease, or executes and records in the land records for Miami-Dade County a covenant running with the land, approved by the City Attorney as to form and substance, that requires the owner to

(1) set aside 10% (Set Aside) of those Converted Units for sale to qualified Affordable Housing buyers (Qualified Buyer). A Qualified Buyer is someone who meets the requirements for a Miami-Dade County homebuyer loan program for ~~Very-low Income,~~ Low Income or Moderate-Income individuals and families as it existed on June 2, 2020, or as amended.

(2) restrict the conveyance of the Set Aside Converted Units to only Qualified Buyers; and

(3) include a deed restriction in the conveyance of Set Aside Converted Units that

(i) prohibits the reconveyance of said unit for 15 years, other than to another Qualified Buyer; and

(ii) requires, in the event of a foreclosure sale or the execution of a deed in lieu of foreclosure by a Qualified Buyer (hereinafter referred to as "Foreclosure Sale") and to the extent of any Qualified Buyer's equity in the Set Aside Converted Unit, the repayment of any grant, gift or other subsidy from a governmental entity used to pay for any of the closing costs, down payment or equity in the property (Government Subsidy). In the event of a Foreclosure Sale, so much of any excess proceeds that would otherwise be owed to the Qualified Buyer after the mortgage has been satisfied and any foreclosure judgment has been paid in full from the sale of the property or by agreement with the mortgagee, must be paid back to the governmental entity that provided the Government Subsidy until the subsidy is repaid in full. Nothing contained herein shall prevent Qualified Buyers from recovering their equity in the property that exceeds the Government Subsidy.

(h) Grocery Store Lease Exception: The affordable housing provisions of these MU-M district regulations shall not apply if the owner and/or the developer: (1) presents the City Manager with a duly executed lease in recordable form with an initial lease term of ~~thirty~~ twenty (~~3~~20) years ~~(including~~

~~extensions)~~ and providing at least two (2) lease extension periods of five (5) years each for the operation of a Grocery Store; (2) obtains a Certificate of Occupancy for the Grocery Store; and (3) obtains from the City a local business tax receipt. For clarity and for the avoidance of doubt, once the owner developer satisfies conditions (1), (2), and (3) in the immediately preceding sentence, no affordable housing requirement of this or any other provisions of the City's Code or land development regulations shall thereafter attach to the property. In the event of a conflict between any regulation and this paragraph (h), the provisions of this paragraph (h) shall prevail.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final ordinance.

Section 4. Codification. The provisions of this Ordinance will become and be made part of the City of South Miami's Land Development Code, as amended.

Section 5. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding will not affect the validity of the remaining portions of this Ordinance or the Guidelines adopted hereunder.

Section 6. Ordinance in Conflict. All ordinances or parts of ordinances and all sections and parts of section of ordinances in direct conflict herewith are hereby repealed.

Section 7. Effective Date. This Ordinance will become effective upon enactment.

PASSED AND ENACTED this _____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
1st Reading:	
2nd Reading:	
READ AND APPROVED AS TO FORM:	COMMISSION VOTE:
LANGUAGE, LEGALITY AND	Mayor Philips:
EXECUTION THEREOF	Vice Mayor Welsh:
	Commissioner Gil:
	Commissioner Harris:
_____	Commissioner Liebman:
CITY ATTORNEY	

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Thomas Pepe
Submitting Department: City Attorney
Item Type: Ordinance
Agenda Section:

Subject:
An Ordinance amending the City of South Miami Code of Ordinances, Chapter 2, Article I, Section. 2-2.1 to change the time for submitting add-on items to the Agenda and providing for attending Commission meetings remotely. 3/5 (Commissioner Harris)

Suggested Action:

Attachments:
Ord Amending 2-2.1 Add-ons & CMT Attendance.docx

ORDINANCE NO. _____

An Ordinance amending the City of South Miami Code of Ordinances, Chapter 2, Article I, Section. 2-2.1 to change the time for submitting add-on items to the Agenda and providing for attending Commission meetings remotely.

WHEREAS, it is difficult for the members of the City Commission to be prepared for add-on items when they are received at 5:00 p.m. on the day of a meeting; and

WHEREAS, the City's administrative code has never taken into consideration the remote attendance by all the Commission members; and

WHEREAS, the current Covid-19 pandemic has made it necessary for the City Commission member to attend remotely in order to stem the spread of the virus; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated by reference as if fully set forth herein and as the legislative intent of this Ordinance.

Section 2. Chapter 2, Article I, Section. 2-2.1 hereby amended and will read as follows:

* * *

(c) *Agenda.* ~~There shall be~~ A~~a~~n official agenda must be ~~for every meeting of the commission,~~ prepared by the city manager, and assembled and distributed by the city clerk, for every meeting of the City Commission, which ~~shall~~ will determine the order of business conducted at the meeting. The commission shall not take action upon any item, matter or business (city business) which is not listed upon the official agenda without approval of at least three (3) commission members present at such regular meeting to add such city business to the official agenda. The official agenda will be compiled by the clerk in appropriate form approved by the commission. City business may be placed on the agenda by the mayor, the city manager, any city commissioner and the city attorney. A physical agenda books, if requested in writing by a member of the city commission, will be compiled by the clerk's office and will be placed in the commissioner's mailbox in city hall by the clerk. The agenda package will also, to the extent possible, be uploaded into the city's cloud server or similar electronic location and on the city's webpage, at least seventy-two (72) hours prior to any regularly scheduled meeting, and twenty-four (24) hours prior to any special, sunshine or workshop meeting. The twenty-four-hour time limit may be ignored in time of public emergency affecting life, health, property or safety, unless a super-majority (four-fifths (⅘)) of the members of the city commission vote against ignoring the time limitation.

Except for emergencies, no item will be placed on the agenda of a regular meeting of the commission which has not been delivered to the city clerk by noon on the Wednesday preceding such regular meeting, excepting as provided in this subsection 2-2.1(c).

(1) *Add-ons.* No business ~~shall~~ may be conducted at a regular meeting that is not reflected in the official agenda unless the official agenda is amended or supplemented to reflect additional business ("add-on items") to be conducted at said meeting ("add-on agenda") and unless the

add-on agenda is posted and delivered to the city commission. The add-on agenda items must be delivered to the city clerk no later than ~~4:00~~ 12.01 p.m. on the day of the meeting and must be delivered to the members of the City Commission electronically or by any comparable means, and posted on the city's website, no later than 1~~5~~:00 p.m. on the day of the meeting~~and, at substantially the same time, it shall be forwarded to the members of the city commission before the commencement of the relevant meeting, electronically or by any comparable means~~. The city clerk is further directed to make said add-on item(s) available to the public at the entrance to the meeting location during every commission meeting. The city clerk ~~shall at the end of the consent agenda~~, must read into the record the title of any proposed add-on item(s) before it is officially ~~sought to be~~ placed on that agenda. Nothing contained herein ~~shall~~ will have any affect on the requirement that an~~y~~ add-on item ~~can~~ may only be placed on the official agenda by the approval of the majority vote of the city commission. The time limit may be ignored in time of public emergency affecting life, health, property or safety, unless a super-majority (four-fifths (⅘)) of the members of the city commission vote against ignoring the time limitation.

*** * ***

(e) Roll call and quorum. Before proceeding with the business of the commission, the city clerk or his deputy shall call the roll of the members and the names of those present shall be entered in the minutes. Four (4) members of the commission shall constitute a quorum whether present physically or through a means of communication that will allow the member to hear the entire proceedings in which he or she participates and to be heard by those in attendance at the meeting. Upon affidavit by the city manager, filed with the city clerk, that an emergency exists which will affect the health, safety or welfare of the citizens of the city, three (3) members shall constitute a quorum for such emergency matters and the meeting shall be limited to only those emergency matters. The minutes of such meeting shall reflect the filing of the affidavit. In the event of a City, County or statewide declared emergence during which it is unsafe for people to congregate inside a building or to be in close proximity to one another, the City Commission meetings may be conducted through Communication Media Technology, such as the Zoom platform, and all of the Commission member may attend remotely until such time as the emergency has ended.

*** * ***

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final ordinance for signature.

Section 4. Codification. The provisions of this ordinance are to become and be made part of the City of South Miami Code of Ordinances as amended; the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and the word "ordinance" may be changed to "section" or other appropriate word.

Section 5. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding will not affect the validity of the remaining portions of this ordinance.

Section 6. Ordinances in Conflict. All ordinances or parts of ordinances and all sections and parts of sections of ordinances in direct conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance is effective upon enactment.

PASSED AND ENACTED this ____ day of _____, 2020.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

1st Reading

2nd Reading

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

COMMISSION VOTE:

Mayor Philips:

Vice Mayor Welsh:

Commissioner Harris:

Commissioner Liebman:

Commissioner Gil:

_____

CITY ATTORNEY

City Commission Agenda Item Report

Meeting Date: November 2, 2020
Submitted by: Thomas Pepe
Submitting Department: City Attorney
Item Type: Ordinance
Agenda Section:

Subject:

An Ordinance amending the City of South Miami Land Development Code, Section 20.6.1(A) (B), (C) and (D) to provide for virtual meetings, election day meeting conflicts, attendance remotely, authority of the person chairing the meeting to make motions and vote on all motions and clarifying that board members are nomination and not recommended for membership. 3/5 (City Attorney)

Suggested Action:

Attachments:
Ord amending 20.6.1(A)(B),(C)&(D) re CMT Mtgs(2).doc

ORDINANCE NO. _____

An Ordinance amending the City of South Miami Land Development Code, Section 20.6.1(A) (B), (C) and (D) to provide for virtual meetings, election day meeting conflicts, attendance remotely, authority of the person chairing the meeting to make motions and vote on all motions and clarifying that board members are nomination and not recommended for membership.

WHEREAS, the City's Planning Board, Environment Review and Preservation Board and its Historic Preservation Board have apparent conflict with election days; and

WHEREAS, the current requirements prevent a quorum of board members from attending a meeting remotely; and

WHEREAS, there has been a question as to the power of the person chairing a meeting and the Commission desires to authorize the chair of the meetings to be able to make motions as well as to vote on all motions; and

WHEREAS, the Mayor and City Commission desire to provide the Planning Board, Environment Review and Preservation Board and the Historic Preservation Board with more flexibility to meet.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated by reference as if fully set forth herein and as the legislative intent of this Ordinance.

Section 2. Article VI. Titled "ADMINISTRATION AND ENFORCEMENT", Section 20.6.1(A),(B), (C) and (D), of the City of South Miami's Land Development Code are hereby amended and shall read as follows:

Sec. 20.6.1 - Administrative entities.

(A) *City Commission.*

(1) Establishment, membership and organization of the City Commission shall be in accordance with the City Charter and the Code of Ordinances of the City.

(2) Powers and Duties.

(a) The City Commission shall have all such powers and duties as are granted and conferred by state law, the Code of Ordinances of the City and this Code.

(b) The City Commission shall provide for the health, safety, convenience and general welfare of the citizens of South Miami through the regulations contained in this Code.

(c) The City Commission shall receive recommendations from the Planning Board and the Environmental Review and Preservation Board, and shall be guided by such boards.

(d) The City Commission shall act in compliance with and furtherance of the City's adopted Comprehensive Plan.

(e) The City Commission may:

i. Amend the provisions of the adopted Comprehensive Plan and this Code;

ii. Change zoning district boundaries;

iii. Authorize home occupational licenses;

iv. Grant variances from the provisions of this Code;

v. Permit the continuation of nonconforming uses;

vi. Authorize special uses;

vii. Make final judgment on appeals of administrative decisions;

viii. Review and approve all Initial Site Plans and Major Changes within the Downtown SoMi (DS) district;

ix. Review and approve all Master Signage Plans within the DS district; and

x. Review and approve all sign permit applications not substantially conforming with an approved Master Signage Plan within the DS district.

(f) The City Commission shall have the power and the duty to hear and decide the above matters in accordance with the provisions of this Code.

(3) Procedures.

(a) Voting. All ordinances and resolutions that require more than one (1) reading for passage or enactment shall be passed on first reading by a majority vote.

i. Except for those items listed in ii and iii below, not less than three (3) affirmative votes of the City Commission shall be required to pass or enact an agenda item.

ii. With the exception set forth in iii below, four (4) affirmative votes of the City Commission shall be required for final approval of a change to the adopted Comprehensive Plan, a rezoning, a variance, a special use, a special exception, or a planned unit development.

iii. Five (5) affirmative votes of the City Commission shall be required to enact an amendment to land use and development regulations in any manner to make them less restrictive in all areas of the City other than the Commercial Core whose boundaries are defined in Article II, Section 6, paragraph D.1. of the City Charter. An amendment is "less restrictive" if any one (1) of the following occurs:

a. The amendment increases density, intensity, floor area ratio or building height.
b. The amendment allows lesser setbacks or building separation requirements.
c. The amendment allows greater building coverage or impervious coverage than the maximum, or less coverage than the minimum, allowed by existing regulations.
d. The amendment adds a use to a zoning district that has a higher intensity than any of the existing uses. The intensity of a use shall be determined by projected trip generation rates, as set forth in the Institute of Transportation Engineers, Trip Generation Manual, last amended edition.

iv. An amendment is not less restrictive if it decreases density, intensity, floor area ratio or building height, if it requires greater setbacks or building separation requirements, if it provides for less building coverage or lot coverage, or if it adds a use to a zoning district that has the same or a lower intensity than any of the existing uses. The intensity of a use shall be determined by projected trip generation rates, as set forth in the Institute of Transportation Engineers, Trip Generation Manual, last amended edition.

iiv. The person in charge of the meeting may make motions and vote on all motions made by any member of the Commission.

(b) Public Hearings.

i. The City Commission shall hold public hearings when amending the adopted Comprehensive Plan, amending the text of this Code, rezoning, approving special uses, approving special exceptions, granting variances and permitting nonconforming uses. All other items shall not require a public hearing for Commission action.

ii. Actions upon site plans, variances, administrative appeals, planned unit developments, nonconforming uses, special exceptions and special uses shall be by resolution. All other actions shall be by ordinance.

(c) The City Commission may defer action on any application or other matter before it, for cause, for a reasonable period of time.

(d) The City Commission may refer a matter back to the Planning Board or the Environmental Review and Preservation Board for further consideration and recommendation.

(e) Notwithstanding anything to the contrary contained in the City's Code of Ordinances or this Land Development Code, when any request or application ("application") requiring a public hearing before the Planning Board has been submitted to and voted upon by the City Commission and denied or failed to pass, such application, in the same or similar form, may only be addressed a second time by the City Commission if, within six (6) months from the date the request was last voted upon, either of the following events occur:

(1) A member of the Commission instructs the Clerk to add the application to the City Commission agenda for reconsideration without the introduction of any new evidence or argument of the proponent or the opposition. In such event, the City Commission may reconsider the request and it may do so without a public hearing.

(2) A member of the City Commission instructs the Clerk to add a resolution to the City Commission agenda calling for a rehearing of new evidence concerning the application. In such event, the application shall only be reheard if the resolution calling for rehearing is approved by a majority of the City Commission. The resolution approving the rehearing shall set the date and time when the application will be reheard and the rehearing shall be at a duly noticed public hearing. A rehearing under this subsection shall be limited to new evidence and a closing statement by the applicant or the applicant's representative.

If no member of the City Commission timely instructs the Clerk to place the application on the agenda for reconsideration or for rehearing, then a new application shall be filed with the Planning and Zoning Department.

(f) Financial Interest.

i. Any member of the City Commission who has a special financial interest, direct or indirect, in any matter shall make that interest known and shall abstain from participation therein in any manner.

ii. Willful failure to disclose such financial interest shall constitute malfeasance in office and shall render the action voidable by the City Commission.

(B) *Planning Board.*

(1) *Establishment and Membership.*

(a) There is hereby created a local planning agency to be known as the South Miami Planning Board.

(b) The Board shall be comprised of seven (7) members who reside in the City.

i. In accordance with the City Charter, Article II, Section 8.A, each City Commissioner shall appoint one (1) person to serve as a representative on the Board and all other members of the Board shall be appointed by three (3) affirmative votes of the City Commission based on nominations submitted by any City Commissioner.

ii. Planning Board members shall be appointed for a two (2) year terms.

iii. Vacancies shall be filled for the remainder of any unexpired terms.

iv. Any member of the Board shall automatically be removed for missing three (3) regular meetings in a row or five (5) meetings in a twelve (12) month period.

v. The Director of Planning and Zoning shall keep a record of meetings missed and advise the City Commission and the member being removed that such member has been automatically removed.

(2) *Organization.*

(a) The Board organization, procedures, meeting notice and meeting conduct shall be in accordance with bylaws adopted by the Board.

(b) The Board shall elect from its membership a chairman and vice-chairman for one (1) year non-successive terms.

i. The chairman shall normally preside at all meetings of the Board.

ii. In the absence of the chairman, the vice-chairman shall preside.

(c) A temporary chairman may be elected at any meeting when both the chairman and vice-chairman are absent.

(d) Meetings.

i. The Planning Board shall hold one (1) regular meeting at [a] time set by the Board but no earlier than 6:00 p.m. and no later than 8:00 p.m., on the second Tuesday of each month unless the meeting falls on a legal holiday or an election day, in which event it shall be rescheduled to a date when a quorum of the board is available to meet either before or after the regularly scheduled meeting. Meetings need not be held if there are no scheduled agenda items. All regular meetings shall be held at City Hall either in person or remotely using Communication Media Technology

ii. Two or more members of the Board may hold a Sunshine meeting in the same manner and under the same procedures as such meetings are scheduled by the City Commission.

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(e) The Chairperson or the Planning and Zoning Director shall have the authority to call a special meeting if there are items or applications that require Board action, or due to circumstances which prevent a regularly scheduled meeting from being held and provided that notice of the meeting is given to the City Commission, Board members, applicants, and posted at City Hall not less than three (3) working days prior to the meeting date.

(3) *Powers and Duties.*

(a) The Board shall have all such powers and duties as are granted and conferred by state law and this Code.

(b) The Board shall have the authority to investigate and recommend to the City Commission such changes in the boundaries of the various use districts, zoning regulations, use of land and type of construction, locations and use of all structures on any valid application submitted to it.

i. In arriving at its recommendations, the Board shall consider factors including, but not limited to: neighborhood character, suitability of particular uses, conservation of property values, the city's adopted Comprehensive Plan and availability of adequate public facilities and services.

ii. The Board shall investigate and make recommendations to the City Commission on matters affecting redevelopment, rehabilitation, conservation and renewal progress

toward the alleviation of slum and blight areas and such other conditions as may injuriously affect the city.

(c) The Board shall review and make recommendations on all applications for a change in zoning district boundaries.

(d) The Board shall periodically review and make recommendations relating to the provisions of this Code, including the district map, and shall offer recommendations to the City Commission as to the sufficiency thereof in implementing the City's adopted Comprehensive Plan.

(e) Reserved.

(f) The Board shall review and make recommendations relating to the determination and continuance of nonconforming uses.

(g) The Board shall review and make recommendations on all applications for special uses as permitted in this Code; such recommendations being made only after it has been determined that all established special requirements have been met and that the use will not create any incompatible relationships with other uses in the area in which it is to be located.

(h) The Board shall review and make recommendations on all applications for variances from the requirements of this Code for yard setbacks, lot size, lot coverage, building height, fences and walls, impervious coverage, off-street parking, open space, signs and landscaping. Recommendations for a variance shall be made based upon the criteria set forth in Section 20-5.9(H).

(i) The Board shall review and provide comments for the City Commission's consideration regarding Initial Site Plans within the DS district pursuant to Section 20-12.13(A). The Board shall also review and make recommendations on Major Changes to Initial Site Plans within the DS district pursuant to Section 20-12.14(A).

(j) The Board shall review and make recommendations on Master Signage Plans within the DS district pursuant to Section 20-12.15(C). The Board shall also review and make recommendations on sign permit applications not substantially conforming with an approved Master Signage Plan pursuant to Section 20-12.15(D)(2)(b).

(4) *Procedures.*

(a) Quorum and voting.

i. A quorum shall be four (4) members.

ii. A majority vote of the members present in person or who are attending from a remote location using communication media technology (CMT) shall be required to pass upon any matter on which the Board is required to act under this Code.

iii. Recommendations on all items before the Board shall be transmitted to the City Commission within forty-five (45) calendar days of the time that the item first appears on a regularly scheduled Board agenda. If the Board has not reached a decision on the item during said forty-five (45) day period, or if the Board has reviewed the application and is deadlocked, then the item shall be transmitted forthwith to the City Commission with a "No Comment" recommendation.

(b) The Board shall keep a permanent record of all proceedings before it, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the Board and shall be a public record.

(c) Meetings of the Board shall be public and notification of such meetings shall be in accordance with city ordinances and state law.

(d) All Board actions shall be by motion.

(e) All matters brought before the Board shall be accompanied by a staff report which shall include basic facts.

(f) Financial interest.

i. Any member of the board who has a special financial interest, direct or indirect, in any matter shall make that interest known and shall abstain from participation therein in any manner.

ii. Willful failure to disclose such financial interest shall constitute malfeasance in office and shall render the action voidable by the city commission.

(g). The Chair of the meeting may make motions and vote on all motions made by any member of the Board.

(C) *Environmental Review and Preservation Board.*

(1) *Establishment and Membership.*

(a) An environmental review and preservation board is hereby created which shall consist of nine (9) members who reside or work in the City, except as provided in ii. below.

i. In accordance with the City Charter, Article II, Section 8, A, each City Commissioner shall appoint one (1) person to serve as a representative on the Board and all members of the Board in excess of five (5) shall be appointed by three (3) affirmative votes of the City Commission based on ~~recommendations~~ nomination submitted by any City Commissioner.

ii. Board membership shall include at least one (1) registered landscape architect licensed to practice in the State of Florida. If it is determined by the City Commission that the position of landscape architect cannot be filled by a qualified individual who resides or works in the City, the residency requirement may be waived by the Commission and the position of landscape architect may be filled by a qualified individual who does not reside or work in the City.

iii Board membership shall include two (2), but no more than four (4), architects licensed to practice in the State of Florida.

iv. Members of the environmental review and preservation board may not work for the City or be employed by any company that has contracts with the City.

v. Members shall serve for a term of two (2) years.

(b) Any member of the board shall be automatically removed for missing five (5) regular meetings in a row, or nine (9) meetings in a twelve-month period.

i. The Planning and Zoning Director shall keep a record of meetings missed.

ii. The Planning and Zoning Director shall advise the City Commission and the member being removed that such member has been automatically removed.

(2) *Organization.*

(a) Meetings.

i. The board shall hold two (2) regular meetings each month, on the first and third Tuesday of each month unless it is a holiday or election day , in which event it shall be rescheduled to a date when a quorum of the board is available to meet as soon thereafter as possible..

ii. Meetings shall not be held if no plans, specifications or items are submitted for review.

iii. Agendas of all meetings shall be posted at City Hall not less than three (3) working days prior to any meetings.

iv. The Planning and Zoning Department Director may call a special meeting if, in the Director's sole discretion, the Director determines that such a meeting is necessary.

v. Two or more members of the Board may hold a Sunshine meeting in the same manner and under the same procedures as such meetings are scheduled by the City Commission.

(c) The board shall elect from its membership a chair and vice-chair for a one year non-successive term, respectively.

i. The chair shall normally preside at all meetings of the board.

ii. In the absence or recusal of the chair, the vice-chair shall preside.

(d) A temporary chair may be elected at any meeting when both the chair and vice-chair are absent or recused.

(3) *Powers and Duties.*

(a) The board shall have all such powers and duties as are granted by this Code.

(b) Except within the DS district, the board shall review and recommend approval, disapproval or modification on all site plans, projects and specifications as required under the Board's mandatory review pursuant to this Code.

(c) Except within the DS district, the board shall review the scale, color, texture and appropriateness of all proposed buildings, additions, and other structures; the quantity, quality and arrangement of all proposed landscaping and open space features; and the overall compatibility of the proposed development with the existing character of the neighborhood.

(d) The board shall have the power and the duty to hear and decide matters, specifically prescribed by and in accordance with the terms of this Code.

(e) The board shall conduct any other function which may be designated or assigned by act of the City Commission.

(f) Notwithstanding any other provisions of this Code, the Environmental Review and Preservation Board shall not review any additions or alterations to single-family dwellings, unless in the opinion of the Planning and Zoning Director it would significantly affect the character of the residence.

(g) Notwithstanding any other provisions of this Code, the Environmental Review and Preservation Board (ERPB) shall review all new construction, painting, remodeling, landscaping and signage projects to be performed by this municipal government (the City), prior to any permits being issued or any work being performed.

(h) The Environmental Review and Preservation Board shall not review Initial Site Plans within the DS district nor any Minor Changes made to approved Initial Site Plans within the DS district. Any Major Changes to the Site Plan will be subject to ERPB review with City Commission acting to grant final agency approval.

(4) *Procedures.*

(a) Quorum and voting.

i. A quorum shall be three (3) members.

ii. An affirmative vote of a majority of the members present in person or who are attending from a remote location using communication media technology (CMT) shall be required to pass upon any matter on which the board is required to act under this Code.

(b) The board shall keep a permanent record of all proceedings before it.

(c) Meetings of the board shall be public and notification of such meetings shall be given in accordance with Code provisions. If any scheduled meeting is not held (whether for lack of quorum or otherwise), then all applications scheduled for such meeting shall be heard and decided by the Planning and Zoning Director of the Building, Zoning, and Community Development Department (or the director's designee) no later than the end of the next business day after the scheduled meeting was to have been held. The director's decision, if for approval, shall constitute ERPB approval. The seven-day appeal period begins the day after the director's decision.

(d) All approved plans and specifications shall bear the official signature of the chair presiding at the meeting at which such plans and specifications are approved.

(e) If a set of plans is denied, or modification is recommended, the board shall, to the greatest extent possible, make specific findings as to the reasons for denial and modification, and recommend appropriate changes, if possible.

(f) Financial interest.

i. Any member of the board who has a special financial interest, direct or indirect, in any matter before the board shall make that interest known and shall abstain from participation therein in any manner.

ii. Willful failure to disclose such financial interest shall constitute malfeasance in office and shall render the action voidable by the City Commission.

(g). The person in charge of the meeting may make motions and vote on all motions made by any member of the Board.

(D) *Historic Preservation Board.*

(1) *Establishment and Membership.*

(a) A Historic Preservation Board is hereby created which shall consist of nine (9) members who reside or work in the City.

i. Each City Commissioner shall appoint one (1) person to serve as a representative on the Board, and all remaining members of such Board or committee in excess of five (5) shall be appointed by three (3) affirmative votes of the city commission based on ~~recommendations~~ nominations submitted by any City Commissioner. Reappointments and/or replacements are to be made in the identical manner as the original appointments.

Reappointments and/or replacements are to be made in the identical manner as the original appointments if the entire Board is to be replaced, otherwise, any commission member may nominate a member for a vacancy by way of a proposed resolution.

ii. All members shall be familiar with the purposes of preserving and protecting districts, structures or sites having historic or archeological worth.

iii. Board membership shall include two (2) registered architects licensed to practice in the State of Florida. If it is determined by the city commission that the positions of architect cannot be filled by a qualified individual who resides or works in the city, the residency requirement may be waived by the commission and the position of architect may be filled by a qualified individual who does not reside or work in the city. The Board shall include one (1) member who is a licensed Florida attorney ("attorney/member"). If it is determined by the City Commission that the position of attorney cannot be filled by a qualified individual who resides or works in the city, the residency requirement may be waived by the commission and the position of attorney may be filled by a qualified individual who does not reside or work in the city. If the

City cannot locate a qualified attorney who is willing to sit on the Board, then the City Commission may fill the attorney/member seat by appointing anyone else who is otherwise qualified to be a member of the Board.

iv. Members shall serve for a term of two (2) years.

(b) Any member of the Board shall be automatically removed for missing three (3) regular meetings in a row or five (5) meetings in a twelve-month period.

i. The Planning and Zoning Director shall keep a record of meetings missed.

ii. The Planning and Zoning Director shall advise the City Commission and the member being removed that such member has been automatically removed.

(2) *Organization.*

(a) Meetings.

i. The Board shall hold one (1) regular meeting each month on the last Monday of each month, except in June. In the event a regular meeting falls on a legal holiday, or an election day, it shall be rescheduled to a date when a quorum of the board is available to meet as soon thereafter as possible.

ii. Meetings shall not be held if no designation reports, plans, specifications or scheduled matters are to be submitted and/or initiated by the Board for review.

iii. Agendas of all meetings shall be posted at City Hall not less than three (3) working days prior to any regularly scheduled meetings, excluding workshops.

iv. The Planning and Zoning Department Director may call a special meeting if, in the Director's sole discretion, the Director determines that such a meeting is necessary.

v. Two or more members of the Board may hold a Sunshine meeting in the same manner and under the same procedures as such meetings are scheduled by the City Commission.

(b) The Board shall elect from its membership a chair and vice-chair for a one-year non-successive term, respectively.

i. The chair shall normally preside at all meetings of the Board.

ii. In the absence of the chair, the vice-chair shall preside.

(c) A temporary chair may be elected at any meeting when both the chair and the vice-chair are absent or recused.

(3) *Powers and Duties.*

(a) The Board shall have all such powers and duties granted by state law, Miami-Dade County Code and this Code.

(b) The Board shall review and recommend approval, disapproval or modification of all applications for final approval by the City Commission of historic district and historic site designations, and site plans and specifications, and Certificates of Appropriateness, as required under this Code.

(c) The Planning and Zoning Department shall maintain and update files from the Miami-Dade County Historic Survey within the city for the purpose of determining and promoting those districts and sites of special historic or archeological value or interest.

(d) The Board shall make recommendations to the City Commission on the designation of historic districts and sites, and archeological sites, pursuant to this Code.

(e) The Board shall endeavor to improve and expand the Miami-Dade County Historic Survey with additional sites, information, oral histories and any other material as may be available, and periodically, to reevaluate the survey to determine whether changing times and values warrant recognition of new or different, historic and/or archeological districts and sites.

(f) The Board shall, in reference to specific historic districts or sites, or archaeological sites, recommend to the City Commission the use of preservation incentives, including tax incentives and advantages.

(g) The Board shall make recommendations to the City Commission concerning application for and the utilization of grants from federal and state agencies, or from private groups and individuals, and utilization of city funds to promote the preservation of historically significant districts and sites and archaeologically significant sites.

(h) The Board shall recommend contact of public and private organizations and individuals, engage in historic and archeological preservation education, and undertake all reasonable and proper means to promote preservation of historically and archaeologically significant properties which are proposed for, or under threat of, demolition, destruction or significant degradation.

(i) The Board shall evaluate and comment upon decisions by request of other public agencies affecting the physical development and appearance of historically significant districts and sites and archaeologically significant sites, or upon the request of the City Commission.

(j) The Board shall recommend approval of historic and archeological markers for properties within the city.

(k) The Board shall advise the city commission on matters related to the use, administration and maintenance of city-owned historically significant properties.

(l) The Board shall promote and encourage communication and exchange of ideas and information between the Board and owners of historically and archaeologically significant properties, potential developers, public officials, financial institutions, and other interested persons.

(m) The Board shall have the responsibility to advise the City administration and City Commission on various matters, in accordance with the terms of this Code.

(n) The Board shall conduct any other function which may be designated or assigned by act of the City Commission.

(4) *Procedures.*

(a) Quorum and voting.

i. A quorum shall be three (3) members.

ii. An affirmative vote of a majority of the members present in person or who are attending from a remote location using communication media technology (CMT) shall be required to pass upon any matter on which the Board is required to act under this Code.

iii. In instances when the Board considers a designation report, a quorum shall consist of three (3) members, at least one (1) of whom shall be an architect.

(b) The Planning and Zoning Department shall keep a permanent record of all proceedings before it.

(c) Meetings of the Board shall be public and notification of such meetings shall be given in accordance with Code provisions. If any scheduled meeting is not held, then all applications scheduled for such meeting, except designation reports, shall be heard and decided by the Director of the Planning and Zoning Department (or the director's designee) no later than the end of the next business day after the scheduled meeting was to have

been held. The director's decision, if for approval, shall constitute Historic Preservation Board approval.

(d) All approved designation reports shall bear the official signature of the chair presiding at the meeting at which such reports are approved.

(e) Reserved.

(f) Financial interest.

i. Any member of the Board who has a special financial interest, direct or indirect, in any matter before the Board shall make that interest blown and shall abstain from participation therein in any manner.

ii. Willful failure to disclose such financial interest shall constitute malfeasance in office and shall render the action voidable by the City Commission.

(g) The City's staff, the Director of the Miami-Dade County Office of Historic Preservation, and private parties may make recommendations to the Board for the initiation of designations of historic districts and individual historic sites, whether residential, commercial, industrial or other types of sites. The recommendation shall be addressed to the Board and delivered to the City Clerk by United States mail, facsimile transmission, or e-mail. The Board, in its discretion, may make its own recommendation to the City Commission for the adoption, amendment to or rejection of such suggestions which shall be treated as an application. See Chapter 16-A: Sec. 16-3.1 (4)(a)(2). In such event, the Board shall notify the Planning Director who shall provide due notice to affected parties.

(h) The Chair of the meeting may make motions and vote on all motions made by any member of the Board.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final ordinance for signature.

Section 4. Codification. The provisions of this ordinance shall become and be made part of the City of South Miami Code of Ordinances as amended; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

Section 5. Ordinances in Conflict. All ordinances or parts of ordinances and all sections and parts of sections of ordinances in direct conflict herewith are hereby repealed.

Section 6. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Effective Date. This ordinance shall become effective upon enactment.

PASSED AND ENACTED this ____ day of _____, 2020.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

1st Reading
2nd Reading

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

_____
CITY ATTORNEY

COMMISSION VOTE:
Mayor Philips:
Vice Mayor Welsh:
Commissioner Harris:
Commissioner Liebman:
Commissioner Gil: